

City of Seattle

S.E.A. STREETS 2ND AVENUE NW (NW 117TH TO NW 120TH)

Bid Date: **JUNE 14, 2000**

Ordinance **119750**

PW# **2000-37**

PROJECT LOCATION: This project is located along 2nd Avenue NW between NW 117th to NW 120th.

PROJECT DESCRIPTION: This project is a demonstration of drainage and street improvements that is intended to showcase the protection of creek ecosystems through alternative residential street design. When completed the project will serve as an example and model of how to build streets that minimize the impact to the watershed and provide the amenities and appeal that property owners desire in a residential street. It is anticipated that many jurisdictions will be interested in the finished product and individual elements to determine how they may use this type of improvement in their capital projects and programs.

This project consists of the following elements of work: removal of existing roadway improvements, common excavation and grading; installation of street drainage elements using vegetated swales; installation of concrete cement curbing, driveway and sidewalk; installation of asphaltic cement pavement; preparation of landscaping areas and furnishing planting materials.

ESTIMATE: The Engineer's Estimate for this project is \$270,000.00.

BID SUBMITTAL: Sealed bids will be received for this project by the City of Seattle, Public Works and Consultant Contracting Section of the Executive Services Department at its office in the Arctic Building, Suite 800, 700 Third Avenue, Seattle, Washington 98104 only up to 2:00 P.M. on Wednesday, **JUNE 14, 2000**, after which time bids will be publicly opened and summarily read. Bids received after 2:00 P.M. will not be accepted or read.

PRE-BID MEETING: A pre-bid meeting will be held on **Wednesday June 7th from 3:00 p.m. to 4:00 p.m. at the Seattle Municipal Building, 600 4th Ave, 6th floor Conference Room #601**. Design and construction staff will be on hand to answer questions about the project.

OBTAINING BID DOCUMENTS: The Drawings and Project Manual may be obtained by bidders at:

Records Vault Counter
Seattle Public Utilities
Room 801, Municipal Building
600 Fourth Avenue
Seattle, Washington 98104-1709
(206) 684-7616
FAX (206) 684-7396

VIEWING BID DOCUMENTS: A copy of the Drawings and Project Manual may be viewed at the office of the City's Public Works and Consultant Contracting Section. Drawings and Project Manuals are also on file at the following plan centers: Construction Market Data, Renton; Construction Data Plan Center, Seattle; Association of Subcontractors, Tacoma; Eastside Plan Center, Bellevue; and Valley Plan Center, Kent; Builders Exchange of Washington Inc, Everett.

BID GUARANTY: No bid will be considered unless accompanied by cash, a surety company bid bond, or a certified or cashier's check payable to the order of The City of Seattle for a sum not less than five percent (5%) of the total amount of the bid.

The right is reserved to reject any and all bids.

Michael E. Purdy

Contracting Manager

Date of 1st Publication: **JUNE 2, 2000**

Adltr [1]
Rev. 7-14-99

The City of Seattle
Executive Services Department

Project Manual

for

**S.E.A. STREETS 2ND AVENUE NW
(NW 117TH TO NW 120TH)**

As Authorized by Ordinance No. **119750**
Funding Source: **DWF**

Prepared by the
Engineering Services Branch,
Seattle Public Utilities

Approved: _____
Engineering Services Branch Director Date

APPROVED FOR ADVERTISING
DWIGHT DIVELY
EXECUTIVE SERVICES DIRECTOR

Date

BY: _____
Contracting Manager

**S.E.A. STREETS 2ND AVENUE NW
(NW 117TH TO NW 120TH)**

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I. GENERAL

This Contract will be administered by the Director of the Seattle Public Utilities, subject to the approval and acceptance of the Executive Services Director. **ANY QUESTIONS REGARDING THIS PROJECT SHOULD BE DIRECTED TO THE FOLLOWING:**

Before Award: **Mark Fredrickson**
Contract/Standards Section
Seattle Public Utilities
600 4th Avenue, Room 800
Seattle, Washington 98104-1709
Phone (206) **684-7615**

After Award: Construction Engineering Division
Seattle Public Utilities
600 4th Avenue, Room 600
Seattle, Washington 98104-1709
Phone (206) 684-5068

II. BID OPENING

The authorized BID FORM shall be submitted as specified in Section 1-02.9(1). In accordance with Section 1-02.12, bids will be opened and read orally in:

Room 1003, Arctic Building,
700 Third Avenue,
Seattle Washington 98104-1809,

immediately after 2:00 p.m. on the following date:

JUNE 14, 2000

III. TIME OF COMPLETION

Work shall begin immediately upon written notice from the Engineer, Seattle Public Utilities and, after the date of such notice shall be completed within the following period per Section 3 of the Agreement:

45 WORKING DAYS

IV. LIQUIDATED DAMAGES

If the successful Contractor fails to complete work within the time set forth above, he shall be charged liquidated damages per Section 4 of the Agreement at the rate of **\$700** per working day. See Section 1-08.9 for additional details.

V. SOILS INFORMATION

Refer to Section 1-02.4 in the Project Manual for information about any geotechnical report, soil boring data, or soil sample test data accumulated by the City.

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1. All pages printed on pink paper comprise the Bid Form and must be submitted to:

Public Works and Consultant Contracting Section
City of Seattle Executive Services Department
Arctic Building, Suite 800
700 Third Avenue
Seattle, WA 98104-1809

by 2:00 p.m. on the date designated for receipt of Bids in the Advertisement for Bids.

2. With regard to **Section 0-01.3(1) BID:**

- a. Have you enclosed with your Bid the Bid Guaranty for not less than 5% of the maximum Bid amount that could be awarded including retail sales tax?
- b. Have you bid on all items including additives and deductives?

3. With regard to **Section 0-01.3(2) AFFIDAVIT:**

- a. Have you provided all information requested?
- b. Has the official authorized to represent the Bidder signed the affidavit?
- c. Have you acknowledged all addenda?
- d. Has a Notary Public signed the affidavit and affixed the Notary's seal?

ALL OF THE ABOVE ITEMS MUST BE COMPLETED OR YOUR BID MAY BE DECLARED NON-RESPONSIVE.

0-01.3(1) BID

TO THE EXECUTIVE SERVICES DIRECTOR OF THE CITY OF SEATTLE:

- A. The undersigned Bidder hereby certifies to have personally and carefully examined the Bid Documents issued for: **S.E.A. STREETS 2ND AVENUE NW (NW 117TH TO NW 120TH)**, as authorized under Ordinance No. **119750**.
- B. The Bidder has examined the site where the Work is to be performed and the conditions affecting the Work;
- C. The Bidder has attached a bid guaranty in the amount of five percent (5%) of the Total Bid including retail sales tax in the form of cash, cashier's check, certified check, or bid bond;
- D. Understanding that the quantities shown in the Bid are estimates only, being given for the purposes of comparing Bids, the Bidder hereby proposes to furnish all material and labor and to perform all work which may be required, and to complete the work within the time fixed and upon the terms and conditions provided in the Bid Documents for the following prices:

(NOTE: The letters "SP" whenever appearing in the bid item number column of the BID Form indicate that additions or revisions to the standard specifications applicable to that bid item are included in the special provisions. The Contractor is advised to review those requirements regarding bid items so designated.

The six digit number above the bid item description denotes the standard code number for that particular bid item. The first three digits indicate the associated specification division and section number. The last three digits comprise the identification number for that item within the particular Section. A non-standard bid item is indicated whenever the letter "S" appears in the six digit code number.

An asterisk (*) appearing in the bid item number column of the Bid Form denotes those items in which the Owner will pay retail sales tax in accordance with the excise tax Rule 170 (refer to Section 1-07.2(2) of the Specifications). For all other bid items, the Contractor shall include retail sales tax in accordance with the excise tax Rule 171 (refer to Section 1-07.2(1) of the Specifications).

0-01.3(1) BID (continued)

E. BID SUMMARY:

BASE BID (ITEMS 1 THROUGH 51, INCLUSIVE)	\$ _____
STATE SALES TAX @ 8.6%	\$ _____ N/A _____
TOTAL AMOUNT BID INCLUDING TAX	\$ _____

Bidder: _____
(Business Name)

0-01.3(2) AFFIDAVIT

State of)
County of) ss
)

The Bidder, being first duly sworn on oath says that the bid herewith submitted will be conditioned by the following:

- A. **BID:** The Bidder agrees to perform the Work in compliance with the Bid Documents, for the prices stated in Section 0-01.3(1) of the Bid Form.
- B. **RCW 35.22.650:** The Bidder has complied with RCW 35.22.650.
- B. **AFFIRMATIVE ACTION/EQUAL EMPLOYMENT OPPORTUNITY SWORN STATEMENT:** The Bidder agrees to ensure equal opportunity for employment and to engage in affirmative action in accordance with SMC 20.44 and as required in the Project Manual.
- C. **NON-COLLUSION:** The Bidder, by signing and having the Bid Form notarized, swears, deposes and says that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in the preparation and submission of a Bid to the Owner for consideration in the award of a contract on the improvement described in the Bid Documents.

BIDDER:

Business Name

Business Address (Street or P.O. Box) City State Zip Code

() ()
Business Telephone Number Business Fax Number

State of Washington Contractor Registration No.:

City of Seattle Business License No.:

Receipt is hereby acknowledged of Addenda No(s): , , , ,

OFFICIAL AUTHORIZED TO SIGN FOR BIDDER:

Signature

Print Name and Title

I certify that I know or have satisfactory evidence that signed this instrument, on oath stated that the party is authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date:

NOTARY PUBLIC in and for the State of
residing at
My appointment expires

0-02.1

AGREEMENT

This agreement by and between the Executive Services Director, acting on behalf of The City of Seattle, a municipal corporation of the State of Washington, hereinafter referred to as the Owner, and

hereinafter referred to as the Contractor, witnesseth that in accordance with the terms and conditions of Contract PW _____ awarded the _____ day of _____, 20____ the parties agree as follows:

SECTION 1. That the Contractor shall do or cause to be done all work and shall furnish or cause to be furnished all tools, materials, equipment and labor necessary to improve

**S.E.A. STREETS 2ND AVENUE NW
(NW 117TH TO NW 120TH)**

as ordered by Ordinance No. **119750** in all respects, in accordance with and as described in the Project Manual and Drawings now on file in the office of the Engineer for the following Awarded Contract Price:

Base Bid \$ _____
State Sales Tax (8.6%) \$ _____ N/A
Awarded Contract Price \$ _____

The Contractor shall provide and bear the expense of all equipment, material, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof, except such as are mentioned in the Contract Documents furnished by the Owner.

SECTION 2. The parties shall be bound by the Constitution and Laws of the State of Washington and the Charter, Ordinances, Rules and Regulations of the City of Seattle and by all applicable federal laws and government regulations, which provisions are incorporated by reference herein.
For the convenience of the parties of this Contract it is mutually agreed that any claims or causes of action which the Contractor has against the Owner arising from this Contract shall be brought within 180 calendar days from the Completion Date of the Contract. It is further agreed by the parties that any such claims, disputes, or causes of action which cannot be resolved pursuant to the procedures set forth in the Contract Documents shall be brought only in the Superior Court of King County. The parties understand and agree that the Contractor's failure to bring suit within the time period provided shall be a complete bar to any such claims or causes of action.

SECTION 3. The Contractor shall begin the Work in the Contract immediately after written Notice to Proceed has been issued to said Contractor by the Engineer, and to carry said work on regularly and without interruption thereafter (unless the Engineer shall otherwise, in writing, specifically direct) with such forces as to complete said work in a manner acceptable to the Engineer within

45 WORKING DAYS

after such notice to begin work; the time of beginning, rate of progress, and time of completion being essential and material provisions of the Contract.

SECTION 4. If the Work is not physically completed within the time specified, the Contractor shall pay to the Owner, as liquidated damages, the sum of **\$700** for each and every working day the work remains physically uncompleted after expiration of the specified time, exclusive of those days wherefore the Engineer has granted an extension of time.

The Contractor hereby agrees the amount set forth above is a reasonable estimate of actual damage which would be caused by the failure to physically complete the work on time, and that the amount indicated is for liquidated damages and is not a penalty.

SECTION 5. The Owner agrees to employ the Contractor to complete the Work in accordance with the Contract Documents and agrees to pay for the same according to the schedule of unit, lump sum, or itemized prices listed in the Bid Form, at the time and in the manner and upon the conditions provided for in the Contract.

The Contractor shall inform all subcontractors who work on the improvement named in Section 1 of this Agreement of the manner and method of payment and the manner and method of measuring or computing the quantities of subcontracted work.

SECTION 6. In accordance with Chapter 39.12 RCW, the City Charter, and the Project Manual, the Contractor shall pay, or cause to be paid to persons employed on or in connection with this work, not less than the prevailing rate of wage for an hour's work specified for the labor performed.

SECTION 7. The Contractor on behalf of his or her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants to which the Contractor is obligated under the terms of the Contract.

SECTION 8. It is further provided that no liability shall attach to the Owner by reason of entering into this Contract except as expressly provided herein.

SECTION 9. In the event of violation of any of these covenants or any provisions thereof, payment due from the Owner on any work done under the Contract may be withheld until full compliance therewith; that the work may be stopped, or, at the discretion of said Owner the Contract may be canceled and forfeited.

SECTION 10. Solely with respect to claims for indemnification under this Contract, the Contractor waives, as to the City only, its immunity under Title 51 RCW. This Section has been negotiated by the parties as indicated by their initials below:

the City: _____

the Contractor: _____

IN WITNESS WHEREOF, the Owner has caused these presents to be signed by the designee of Executive Services Director; and the Contractor has hereunto affirmed his or her signature.

THE CITY OF SEATTLE
Executive Services Director

By _____ Date _____
Contracting Manager

CONTRACTOR

Business Name

By _____ Date _____

Title _____

Contractor shall declare option for management of statutory retained percentage of this Contract by checking applicable box below and affixing signature and date.

☐

Contractor hereby elects to have the retained percentage of this Contract held in a non-interest bearing fund by The City of Seattle until sixty (60) days following the Completion Date.

☐

Contractor hereby elects to have The City of Seattle invest the retained percentage of the Contract from time to time as such retained percentage accrues and in accordance with RCW 60.28.011, .021 and .051. Contractor hereby designates:

Name of Financial Institution

Address of Financial Institution

City, State, Zip Code of Financial Institution

as the repository for the escrow of said funds. Contractor hereby further agrees to be fully responsible for payment of all costs or fees incurred as a result of placing said retained percentage in escrow and investing it as authorized by statute. The City of Seattle shall not be liable in any way for any cost or fees in connection therewith.

Contractor's Signature

Date

**S.E.A. STREETS 2ND AVENUE NW
(NW 117TH TO NW 120TH)**

0-02.2

SPEC/MOF/mof

CRN 99-3C

AMENDMENTS AND SPECIAL PROVISIONS

0-02.3 PLANS, DRAWINGS AND SPECIFICATIONS (12-31-96)

The work shall be performed in accordance with these amendments and special provisions together with the provisions, insofar as they are applicable, of the following documents:

1. The Engineering Drawing No. 774-162, Sheets 1 through 14 . The title of M.E.Purdy in the signature block is revised to read "Contracting Manager".
2. The City of Seattle Standard Plans and Specifications, which are comprised of:
 - a. "1989 City of Seattle Standard Specifications for Road, Bridge, and Municipal Construction" (hereinafter referred to as the Seattle Standard Specifications).
 - b. City of Seattle Standard Plans, Twelfth Edition (1991).
 - c. City of Seattle Traffic Control Manual for In-Street Work, dated August 1, 1994, which supplements and is to be utilized in conjunction with the current edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)," as published by the U.S. Department of Transportation, Washington, D.C.
3. The terms and conditions of such permits, agreements, ordinances, regulations, instructions and requirements as may be included in the appendix or otherwise attached hereto.

NOTE: The amendments and special provisions for this project have been updated to include the appropriate portions of the 1998 WSDOT/APWA Standard Specifications for Road, Bridge and Municipal Construction.

0-02.4 LOCATION OF PROJECT (8-5-92)

This project is located along 2nd Avenue NW between NW 117th to NW 120th.

0-02.5 NATURE OF IMPROVEMENT (8-5-92)

The work in general consists of removal of existing roadway improvements, common excavation and grading; installation of street drainage elements using vegetated swales; installation of concrete cement curbing, driveway and sidewalk; installation of asphaltic cement pavement; preparation of landscaping areas and furnishing planting materials and such other related and incidental work as may be necessary in conjunction therewith.

DIVISION 1

GENERAL REQUIREMENTS

SECTION 1-01 ACRONYMS, ABBREVIATIONS, AND DEFINITIONS

1-01.2 ACRONYMS (12-12-97)

Supplement this section with the following:

PWCC	Public Works and Consultant Contracting Section
CBE	Combination Business Enterprise
ESD	City of Seattle Executive Services Department
MWBE	Minority and Women's Business Enterprise

Revise the following acronym to read:

WMBE	Women and Minority Business Enterprises
------	---

Delete the acronyms "HRD", "SED", and "SWD".

1-01.4 DEFINITIONS (12-7-98) [1]

Delete "the twelfth day of February (Lincoln's Birthday)" from the definition of HOLIDAY.

Under the term "HOLIDAY" for "the third Monday of February" revise the words in parentheses "Washington's Birthday" to read "President's Day".

Modify, delete or add the following terms under the definition of DATES as specified:

Delete the term and definition of "Actual Completion Date" and replace with the following:

Completion Date:

The date, certified in writing by the Owner, when the Work specified in the Contract Documents is completed and all the obligations of the Contractor under the Contract are fulfilled by the Contractor. All documentation required by the Contract and required by law must be furnished by the Contractor before establishment of this date.

Revise the definition of "Contract Completion Date" to read:

The date by which the Work is contractually required to be physically completed. The Contract Completion Date will be stated in the Notice To Proceed. Revisions of this date will be authorized in writing by the Engineer whenever there is an extension to the Contract Time.

Add the following milestone date and definition:

Physical Completion Date:

The day all of the work is physically completed on the project. All documentation required by the contract and required by law does not necessarily need to be furnished by the Contractor by this date.

Add the following definition under "DAY":

Unworkable Day:

A partial or whole day the Engineer declares to be unworkable because of unusually severe weather or such other conditions beyond the control of the Contractor that prevents satisfactory and timely performance of the Work, when such performance, if not hindered, would have otherwise progressed toward completion of the Work.

Revise the title and definition of COMBINATION WOMEN'S AND MINORITY BUSINESS ENTERPRISE to read:

COMBINATION BUSINESS ENTERPRISE (CBE)

A business which has been certified by the Washington State Office of Minority and Women's Business Enterprises as a bona fide combination business enterprise.

Delete and replace the definitions of the following terms:

BID FORM

The Bid and the Affidavit, included in the Bid Documents.

CONTRACT PRICE

Revised Contract Price:

The Awarded Contract Price at any time after Award but prior to the Completion Date adjusted as a result of an approved Change Order.

JOINT VENTURE

An association of two or more persons or businesses to carry out a single business enterprise for profit, and for which purpose they combine their property, capital, efforts, skills or knowledge and in which they exercise control and share in profits and losses in proportion to their contributions to the enterprise.

MAJOR BID ITEM

A Bid Item, unless specifically excluded in the Project Manual, for which the unit price extension is 10 percent or more of the total Awarded Contract Price. A Bid Item other than a Major Bid Item is a Minor Bid Item.

MINORITY BUSINESS ENTERPRISE (MBE)

A business which has been certified by the Washington State Office of Minority and Women's Business Enterprises as a bona fide minority business enterprise.

OFFICIAL NEWSPAPER

The publication designated annually by the Executive Services Director to publish all official proceedings of The City of Seattle.

OWNER

The City of Seattle, acting through the Executive Services Director.

SEWER

A pipe or conduit for carrying sewage and other waste liquids; includes sanitary sewer, side sewer and combined sewer.

SUPPLEMENTAL CONTRACT

A document executed in accordance with the provisions of RCW 60.28.011 stipulating conditions for completion of that portion of the Work which was deleted from the Contract Documents to allow for acceptance of a substantially completed Contract.

TRAFFIC CONTROL MANUAL FOR IN-STREET WORK

The document which refines the basic principles embodied in the Manual on Uniform Traffic Control Devices (MUTCD) as published by the Department of Transportation, Washington, D.C. to allow for better application to urban traffic conditions in the Seattle area.

NOTE: The "Traffic Control Manual" is revised as follows:

- revise the term "Board of Public Works" to read "Public Works contract".
- revise the terms "Engineering Department, Traffic Operations Division" and "Transportation Division" to read "Seattle Transportation Department (SEATRAN)".
- The term "Engineer" shall be defined as set forth in the City Standard Specifications.

WOMEN'S BUSINESS ENTERPRISE (WBE)

A business which has been certified by the Washington State Office of Minority and Women's Business Enterprises as a bona fide women's business enterprise.

Supplement this section with the following:

CONSTRUCTION, DEMOLITION AND LANDCLEARING WASTE (CDL WASTE)

Waste comprised primarily of the following materials:

Construction Waste:

Waste from building construction such as scraps of wood, concrete, masonry, roofing, siding, structural metal, wire, fiberglass insulation, other building materials, plastics, styrofoam, twine, baling and strapping materials, cans and buckets, and other packaging materials and containers.

Demolition Waste:

Largely inert waste, resulting from the demolition or razing of buildings, roads and other man-made structures such as concrete, wood and masonry, composition roofing and roofing paper, steel, and minor amounts of metal. Plaster (i.e., sheet rock or plaster board) or any other material, other than wood, that is likely to produce gases or leachate during its decomposition process and Asbestos wastes are not considered to be demolition waste.

Landclearing Waste:

Natural vegetation and minerals from clearing and grubbing land for development such as stumps, brush, blackberry vines, tree branches, tree bark, mud, dirt, sod and rocks.

CONTAMINATED SOILS

Soils removed during the cleanup of a remedial action site, or during a dangerous waste site closure or from other cleanup efforts and actions, which contain harmful substances but which are not designated as dangerous wastes. Contaminated Soils may include excavated soils surrounding underground storage tanks, vector wastes (street and sewer cleanings), and soil excavated from property underlying industrial activities.

CONTROLLED DENSITY FILL (CDF)

A mixture of Portland cement, fly ash, aggregates, water and admixtures proportioned to provide a non-segregating, free-flowing, low-strength, compacted, dense and non-settling backfill or fill material.

DANGEROUS WASTE

Those solid wastes designated in WAC 173-303-103 as dangerous or extremely hazardous waste.

HAZARDOUS SUBSTANCES

Any liquid, solid, gas or sludge, including any material, substance, product, commodity or waste, regardless of quantity, that exhibits any of the physical, chemical or biological properties described in WAC 173-303-090, 173-303-101, 173-303-102 or 173-303-103.

HEALTH OFFICER

The Director of the Seattle-King County Department of Public Health or the Director's designated representative.

MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MWBE)

A business which has been certified by the Washington State Office of Minority and Women's Business Enterprises as a bona fide minority business enterprise, and a bona fide women's business enterprise.

SMALL QUANTITY GENERATOR HAZARDOUS WASTE

Any discarded liquid, solid, contained gas, or sludge, including any material, substance, product, commodity or waste used or generated by businesses, that exhibits any of the characteristics or criteria of dangerous waste set forth in WAC 173-303, but which is exempt from regulation as dangerous waste.

SOLID WASTE

All putrescible and nonputrescible solid and semisolid wastes, including but not limited to garbage, rubbish, ashes, industrial wastes, infectious wastes, swill, demolition and construction wastes, abandoned vehicles or parts thereof, and recyclable materials. This includes all liquid, solid and semisolid materials which are not the primary products of public, private, industrial, commercial, mining and agricultural operations. Solid waste includes, but is not limited to sludge from wastewater treatment plants, seepage from septic tanks, wood waste, dangerous waste, and problem wastes.

SPECIAL CATEGORY WASTES

Wastes whose disposal is limited by certain restrictions and limitations, as identified in SMC 21.36.029.

SPECIAL WASTE

Contaminated soils, asbestos and other waste specified by Washington Waste Systems in the Special Waste Management Plan included in the Operations Plan as requiring special handling or disposal procedures.

STORM DRAIN

A pipe used for conveying rain water, subsurface water, condensate cooling water or other similar discharges, but not sewage or commercial and industrial waste water. Storm drains carry the excessive storm water from the point source and convey it to the nearest natural body of water.

UNACCEPTABLE WASTE

All waste not authorized for disposal at the Columbia Ridge Landfill and Recycling Center or successor site designated by the City, by those governmental entities having jurisdiction or any waste the disposal of which would constitute a violation of any governmental requirement pertaining to the environment, health or safety. Unacceptable Waste includes any waste that is now or hereafter defined by federal law or by the disposal jurisdiction as radioactive, dangerous, hazardous or extremely hazardous waste and vehicle tires in excess or those permitted to be disposed of by the laws of the disposal jurisdiction.

WASTE OR CITY WASTE

All residential and nonresidential solid waste generated within the City, excluding Unacceptable Waste, Special Waste, Construction, Demolition and Landclearing Waste, and materials destined for recycling. City Waste includes all such Waste, regardless of which private or public entity collects or transports the Waste. Waste includes all waste remaining after recycling.

WOMEN AND MINORITY BUSINESS ENTERPRISES (WMBEs)

Women's Business Enterprises, Minority Business Enterprises, Combination Business Enterprises and Minority and Women's Business Enterprises collectively.

SECTION 1-02 BID PROCEDURES AND CONDITIONS

1-02.4 EXAMINATION OF BID DOCUMENT AND PROJECT SITE (10-14-94)

Supplement this section with the following:

A geotechnical report is available for this Project Site. To review the geotechnical report in its entirety, contact the:

Records Vault Counter
Seattle Public Utilities,
Room 801, Municipal Building,
600 4th Ave., Seattle, WA
98104-1709 (206) 684-7616.

1-02.5 FORM AND STYLE OF BID (12-7-98)

Delete the second sentence of paragraph two beginning "Where indicated..."

In the third paragraph, 4th line, delete "the Bidder's WBE and WBE commitment;"

Delete paragraphs six and seven and replace with the following:

"A Bid by a partnership shall be executed in the partnership name, and signed by a partner. A Bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture."

1-02.7 BID GUARANTY (2-4-93)

Delete sentence 1 and replace with the following:

A Bid shall be accompanied by a certified or cashier's check payable to the order of The City of Seattle, by cash, or by a bid bond, for a sum of not less than five percent of the maximum bid amount that could be awarded, including sales tax and additives if applicable.

1-02.9(1) GENERAL (12-9-97)

Delete this section and replace with the following:

The authorized Bid Form shall be submitted at the time and place specified in the Advertisement for Bids. The Bid Form, together with the Bid Guaranty and such other documentation as is required, shall be enclosed in a sealed envelope marked with the project title and the Bidder's name, and be addressed to:

Public Works and Consultant Contracting Section
City of Seattle Executive Services Department
Suite 800, Arctic Building

700 Third Avenue
Seattle, WA 98104-1809

If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope, with a notation "BID ENCLOSED" on the face of the envelope. The Bidder shall assume full responsibility for the timely delivery at the location designated in the Advertisement for Bids for receipt of Bids. A Bid submitted or delivered after the time fixed for receipt of Bids will not be accepted.

1-02.13 IRREGULAR BIDS (7-14-99) [1]

In paragraph one, delete item (6) "the Bidder failed to commit to use certified WBE(s) and MBE(s)"

Supplement paragraph one with the following:

6. For projects estimated to cost \$1 Million or more, the Bidder did not comply with the Subcontractor List requirements (see Sections 0-01.4 and 1-02.9(3)).

In paragraph two, delete item (7) "the joint venture or partnership is used to meet the WBE and MBE commitment requirements" and renumber item numbers (8) and (9).

1-02.14 DISQUALIFICATION OF BIDDERS (12-7-98)

Delete item number (4) and replace with the following:

(4) an unsatisfactory performance record exists as shown by past or current Work for the Owner, and others, as judged from the standpoint of conduct of the Work, workmanship, progress, affirmative action, or equal employment opportunity practices;"

SECTION 1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 CONSIDERATION OF BIDS (12-31-96)

All references to "HRD", "the Human Rights Department", or "the Seattle Human Rights Department" in Section 1-03.1 shall be revised to read "ESD".

1-03.1(1) EVALUATION OF WBE AND MBE UTILIZATION COMMITMENT (12-7-98)

Delete this section in its entirety and re-title the following three subsections:

1-03.1(1)A RESERVED (12-7-98)

1-03.1(1)B RESERVED (12-7-98)

1-03.1(1)C RESERVED (12-7-98)

1-03.1(2) BID TABULATION (3-12-96)

Delete paragraph one and replace with the following:

After Bid opening, Bids will be checked for correctness of unit price extensions and the total Bid price. A discrepancy between a unit price and the extended amount of any Bid Item shall be resolved by accepting the unit price as correct.

1-03.1(3) CLAIM OF ERROR (12-9-97)

Delete paragraph 2 and replace with the following:

The affidavit and work sheets shall be submitted to the:

Public Works and Consultant Contracting Section
City of Seattle Executive Services Department
Suite 800, Arctic Building
700 Third Avenue
Seattle, Washington 98104-1809

before 5:00 p.m. on the next business day after Bid opening or the claim will not be considered. The Engineer will review the certified work sheets, to determine the validity of the claimed error, and make recommendation to the Owner. If the Owner concurs in the claim of error, the Bidder will be relieved of responsibility, and the Bid Guaranty of the Bidder will be returned. Thereafter, at the discretion of the Owner, all Bids may be rejected or award made to the next lowest and best Bidder.

1-03.1(4) PRE-AWARD INFORMATION (12-7-98)

Delete the last paragraph in its entirety, starting with “Additionally, ...”

1-03.2 AWARD OF CONTRACT (1-10-94) [1]

Delete this section and replace with the following:

The Owner reserves the right to Award such Additives , Deductives, or Alternates, as may be set forth in the Bid Form. If a Contract is to be awarded, it will be awarded to the lowest and best Bidder within 60 days, beginning the day after the Bid opening. Upon mutual consent of the lowest and best Bidder and the Owner, the bid of the lowest and best bidder may be extended. Additionally, an invitation may be extended to all Bidders to extend their Bids if the Owner in its sole discretion deems it necessary.

A Notice of Award will be mailed to the successful Bidder following Award by the Owner.

1-03.3(1) EXECUTION OF CONTRACT (2-28-94)

Supplement the first paragraph with the following:

In addition, subcontractors performing work within The City of Seattle must possess a City of Seattle Business License.

1-03.3(2) TIME TO EXECUTE AGREEMENT FORM (12-9-97)

Delete this section and replace with the following:

The original and one copy of the Project Manual, including the unsigned Agreement Form will be available for signature by the successful Bidder at the:

Public Works and Consultant Contracting Section
City of Seattle Executive Services Department
Suite 800, Arctic Building
700 Third Avenue
Seattle, Washington 98104-1809,

on the first Business Day following Award, or shortly thereafter.

The successful Bidder shall sign and return to the Public Works and Consultant Contracting Section of the Executive Services Department the original copy of the Agreement Form bound in the Project Manual, accompanied by the Contract Bond and acceptable evidence of insurance within 14 days of Award unless otherwise mutually agreed by the Owner and the successful Bidder. The Owner will forward a copy of the fully

executed Agreement Form to the successful Bidder for incorporation into the successful Bidder's copy of the Project Manual.

No work shall begin within the project limits or within sites furnished by the Owner until the successful Bidder has received the fully executed Agreement Form and has been given the Notice to Proceed per Section 1-08.4. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the Notice to Proceed has been given.

1-03.4 CONTRACT BOND (8-30-90)

Delete item (4) of paragraph 1 and replace with the following:

- (4) Guarantee that the Surety shall indemnify, defend, and protect the Owner against any claim of direct or indirect loss resulting from the failure of the Contractor (or any of the employees, subcontractors, or agents of the Contractor) to:
 - (a) faithfully perform the Contract;
 - (b) pay all laborers, mechanics, subcontractors, agents, materialmen, or any other person who provides supplies or provisions for carrying out the work; and
 - (c) pay all just debts, dues and demands incurred in the performance of such work.

Supplement item (5) with the following:

The Surety agrees to be bound by the laws of the State of Washington and subjected to the jurisdiction of the State of Washington.

Supplement this section with the following:

- (6) Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond.
- (7) Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the Bond must be signed by the president or vice-president, unless accompanied by written proof of the authority of the individual signing the bond to bind the corporation (i.e., corporate resolution, power of attorney or a letter to such effect signed by the president or vice-president).

The Owner may require the Surety (or sureties) on the Contract Bond to appear and qualify themselves. Whenever the Owner deems the Surety (or sureties) to be inadequate, it may, upon written demand, require the Contractor to furnish additional surety to cover any remaining work. Until the added surety is furnished, payment on the Contract will stop.

1-03.5 FAILURE TO EXECUTE THE CONTRACT (9-26-89)

Delete the 2nd and 3rd paragraphs of this section and replace with the following:

If the second lowest responsible Bidder fails to execute the Agreement Form, and furnish satisfactory bond(s) and insurance(s) within 14 days after Award has been made to the second Bidder, or within the time period mutually agreed upon by the Owner and second Bidder, the second Bidder's Bid Guaranty will also be forfeited. The Contract may be awarded successively in a like manner to the remaining lowest responsible Bidders until the Agreement Form is executed and bond(s) and insurance(s) furnished, by a responsible Bidder, or the remaining Bids are rejected.

The time for the successful Bidder to execute the Agreement Form and return the Project Manual and furnish satisfactory bond(s) and insurance(s) may be extended if requested by the Bidder, and the Owner deems circumstances warrant the extension.

1-03.7 BID APPEAL (New Section) (5-16-97)

Any protest of an intended award must be filed by 5:00 P.M. on the fifth business day from the date of bid opening. An appeal of a notice that a bid is non-responsive or not responsible must be filed by 5:00 P.M. on the third business day of such notification. All such protests or appeals shall be filed with the Contracting Manager, 700 Third Avenue, Suite 800, Seattle, Washington 98104. ESD shall review and decide upon all

such protests and appeals. Any protest or appeal of a decision of ESD must be filed with the Office of the Hearing Examiner no later than 5:00 P.M. on the third business day following receipt of a written decision by ESD with which the Bidder disagrees. In order for the Hearing Examiner to consider such a bid protest or appeal, the Bidder must have filed an initial protest or appeal with the Contracting Manager as required above.

SECTION 1-04 SCOPE OF WORK

1-04.3 PROJECT MANUAL - UNIT BID ITEMS (New Section) (2-10-89)

The Project Manual may describe work the Standard Specifications do not cover. Such work shall comply first with the requirements of the Project Manual and then with any Standard Specifications that apply. The contractor shall include all costs of doing this work within the unit bid prices. If the Project Manual requires work that has no unit bid price or is not listed as a Standard Bid Item in a "Payment" clause of the Standard Specifications, then the costs shall be incidental and included within the unit bid prices of the various items in the contract.

1-04.4 CHANGES (10-11-95) [1]

Delete this section and replace with the following:

As the Work proceeds, the Engineer may at any time change the Work within the general scope of the Contract. Among others, these changes may include:

1. Deleting any part of the work.
2. Increasing or decreasing quantities.
3. Altering specifications, designs, or both.
4. Altering the way the work is to be done.
5. Adding new work.
6. Altering facilities, equipment, materials, services, or sites, provided by the Engineer.
7. Ordering the Contractor to speed up or delay the work.

The Engineer will issue a written Change Order for any change unless the remainder of this section provides otherwise.

For Item 1, an equitable adjustment for deleted work will be made as provided in Section 1-09.5.

For Item 2, if the actual quantity of any Major Bid Item increases or decreases by more than 25 percent from the original Bid Item quantity, the unit contract price for that item may be adjusted in accordance with Section 1-04.6.

For any change except Item 1 (deleted work) or Item 2 (increasing or decreasing quantities), the Engineer will determine if the change should be paid for at the unit contract price. If the Engineer determines that the change increased or decreased the Contractor's costs or time to do any of the work, including unchanged work, the Engineer will make an equitable adjustment to the contract. The equitable adjustment will be by agreement with the Contractor. However, if the parties are unable to agree, the Engineer will determine the amount of the equitable adjustment in accordance with Section 1-09.4 and adjust the time as the Engineer deems appropriate. Extensions of time will be evaluated in accordance with Section 1-08.8. The Engineer's decision concerning equitable adjustment and extension of time shall be final as provided in Section 1-05.1.

The Contractor shall proceed with changes in the Work upon receiving:

1. A written Change Order approved by the Engineer.
2. A written field directive from the Engineer before actually receiving the written Change Order.

Changes normally noted on field stakes or variations from estimated quantities other than noted above, will not require a written change order. These changes shall be made at the unit prices that apply. The Contractor shall respond immediately to changes shown on field stakes without waiting for further notice.

The Contractor shall obtain written consent of the surety or sureties if:

1. Changed work increases the total cost of the project by more than 25 percent of the Awarded Contract Price (excluding taxes).
2. The Engineer specifically requests it.

1-04.5(4) APPEALS (11-18-96)

Delete this Title and Section and replace with the following:

1-04.5(4) MEDIATION (New Section) (11-18-96)

If the Engineer denies the claim, the Contractor, prior to the initiation of any judicial proceedings, shall within thirty (30) days of receiving the Engineer's Written Notice denying the claim or before the Completion Date, whichever comes first, give written notice of its election to utilize a non-binding resolution procedure whereby each party presents its case at a hearing (the "Hearing") before a mutually acceptable mediator. The Hearing will occur no more than ten (10) days after the Contractor serves written notice to use outside mediation. Each party may be represented at the Hearing by lawyers. If the matter cannot be resolved at such Hearing, the mediator may be asked to assist the parties in evaluating the strengths and weaknesses of each party's position on the merits of the disputed matter. The parties shall each bear their respective costs incurred in connection with this procedure, except that they shall share equally the fees and expenses of the mediator and the costs of the facility for the Hearing. If mediation does not resolve the disputed matter, thereafter, the Contractor may pursue judicial resolution in a court of competent jurisdiction in King County, Washington.

For the convenience of the Contractor and the Owner, it is mutually agreed that:

1. Any claims or causes of action arising from the Contract which the Contractor wants to litigate against the Owner shall be brought within 180-days from the Completion Date.
2. Failure of the Contractor to bring suit within the 180-day time period shall be a complete bar to any such claims or causes of action.

1-04.6 INCREASED OR DECREASED QUANTITIES (5-12-99)

Delete this section and replace with the following:

If there is a change that increases or decreases by more than 25 percent,

1. the total cost of the Work when calculated from the Awarded Contract Price, or
2. the total quantity of a Major Bid Item when calculated from the original Bid quantities,

an adjustment in the price for that portion of the Work, or Major Bid Item, in excess of the 25 percent increase or decrease will be made by Change Order. Written consent of the Surety (or sureties) will be required for Change Order work whenever the cumulative costs for Change Order work exceeds 25 percent of the Awarded Contract Price. Written consent of the Surety (or sureties) will also be required whenever the Engineer determines such to be in the best interest of the Owner.

Conditions (1) and (2) above shall not apply to Bid Items that are entered in the Bid Forms as a fixed price item by the Engineer for the purpose of providing a common Bid Item for all bidders, or are specifically designated in the Project Manual as not being a Major Bid Item due to the unknown quantities to be used. Any impact due to an increase or decrease in the quantities of fixed Bid Items or items designated in the Project Manual as not being a Major Bid Item shall be at the sole risk of the Contractor.

Any change order which exceeds \$50,000, and which with all other change orders cumulatively exceeds 10% of the Awarded Contract Price, must be reviewed by the Owner as to consistency of the change order with the original scope of work.

1-04.7 CHANGED CONDITIONS (DIFFERING SITE CONDITIONS) (2-28-94)

Delete this section and replace with the following:

The Contractor shall promptly and before such conditions are disturbed notify the Engineer in writing whenever the following conditions are encountered:

1. Preexisting subsurface or latent physical conditions at the Project Site differing materially from those indicated in the Contract Documents.
2. Preexisting unknown physical conditions at the Project Site of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

Upon notification, the Engineer will promptly investigate the alleged changed condition. If the Engineer finds that changed conditions do exist and cause a material change in the Contractor's costs or the time required to complete all or any part of the Work, the Engineer will make an equitable adjustment in the amount of compensation to be paid for the Work, the Contract Time, or both. Extensions of time will be evaluated in accordance with Section 1-08.8. The equitable adjustment will be by agreement with the Contractor. However, if the Engineer and Contractor are unable to agree, the Engineer will determine the amount of the equitable adjustment in accordance with Section 1-09.4.

If the Engineer determines that the changed conditions do not justify an adjustment in compensation or contract time, the Contractor will be so notified in writing. Should the Contractor disagree with such determination, the Contractor may file a Notice of Protest with the Engineer. The Contractor shall proceed with the Work unless ordered to suspend that portion of the Work involved, pending a decision as to the validity of any such claim for changed conditions, or pending the execution of a Change Order, if a claim for changed condition is recognized by the Engineer.

No claim of changed conditions by the Contractor will be allowed unless the Contractor has given the notice required above. Time extensions will be evaluated pursuant to Section 1-08.8. The time for claiming changed conditions will not be extended beyond the time the Contractor knew, or should have known, of the existence of the changed condition. If there is a decrease in the cost or time required to perform the Work, failure of the Contractor to notify the Engineer of the changed condition shall not affect the Engineer's right to make an adjustment in costs or time.

No claim by the Contractor for an equitable adjustment hereunder will be allowed unless the Contractor has followed the claim procedures provided in Section 1-04.5.

1-04.8 PROGRESS ESTIMATES AND PAYMENTS (New Section) (10-14-94)

Engineer-issued progress estimates or payments for any part of the work shall not be used as evidence of performance or quantities. Progress estimates serve only as basis for partial payments. The Engineer may revise progress estimates anytime before the Completion Date. If the Engineer deems it proper to do so, changes may be made in progress estimates and in the final estimate.

1-04.11 FINAL CLEANUP (New Section) (3-7-94)

The Contractor shall perform final cleanup as provided in this section to the Engineer's satisfaction. The Engineer will not establish the Physical Completion Date until this is done. The street right-of-way, material sites, and all ground the Contractor occupied to do the Work shall be left neat and presentable. The Contractor shall:

1. Remove all rubbish, surplus materials, discarded materials, falsework, camp buildings, temporary structures, equipment, and debris, and
2. Deposit in embankments, or remove from the project, all unneeded, oversized rock left from grading, surfacing, or paving.

The Contractor shall not remove warning, regulatory, or guide signs unless the Engineer approves.

On all concrete and asphalt pavement work, the Contractor shall, before physical completion of the Work, flush the pavement clean and remove the debris. The Contractor shall also clean out all open culverts and drains, inlets, catch basins, manholes and water main valve chambers, within the limits of the project, of dirt and debris of any kind which is the result of the Contractor's operations. The cleaning and disposal of such waste material shall be considered as incidental to the construction and all costs thereof shall be included in the unit contract prices of various items of the Work.

SECTION 1-05 CONTROL OF WORK

1-05.1 AUTHORITY OF ENGINEER (3-18-93)

Supplement paragraph 2 with the following:

8. Suspensions of work;
9. termination of the Contract for default or public convenience;
10. determination of working days; and
11. approval of Shop Drawings.
12. determination of the specific contract milestone Dates defined in Section 1-01.4.

1-05.3 DRAWINGS (3-18-93)

Delete this section and replace with the following:

1-05.3(1) SUPPLEMENTAL DRAWINGS (New Section) (3-18-93)

The Contract Documents include Drawings that show such details as are necessary to give a comprehensive understanding of the Work. Any alterations affecting the requirements and information in the Drawings shall be in writing and approved by the Engineer.

The Engineer may supplement the Drawings with additional drawings and explanations, consistent with the purpose and intent of the original Drawings, to detail and illustrate the Work. The Contractor shall perform the Work according to these supplemental drawings and explanations.

1-05.3(2) SHOP DRAWINGS (New Section) (3-18-93)

1-05.3(2)A GENERAL (New Section) (3-18-93)

In addition to supplemental Drawings furnished by the Engineer, the Contract Documents may also require the work to be supplemented by Shop Drawings prepared by the Contractor, a subcontractor, material supplier, or manufacturer when necessary to detail and illustrate portions of the Work.

The Bid prices shall include all costs for furnishing Shop Drawings and submittals.

Additional requirements regarding Shop Drawings, other submittals, and Operating and Maintenance Manuals may be included elsewhere in the Specifications.

1-05.3(2)B SUBMITTAL CONTROL DOCUMENTS (New Section) (3-18-93)

The Contractor shall prepare and submit to the Engineer, within fifteen (15) working days after receipt of Notice to Proceed, a Submittal Control Document in duplicate, listing all items for which Shop Drawings will be submitted. On major projects of 200 working days or more, the Contractor will be allowed 30 working days, after receipt of Notice to Proceed, to submit a Submittal Control Document. The document shall be organized by specification section number and shall include the following information for all listed items:

- (1) A Contractor Shop Drawing Identification number.
- (2) Bid item which Shop Drawing represents.
- (3) Identification of those items which are "or equal" substitutions.
- (4) Scheduled submittal date.
- (5) Date the Engineer's comments need to be returned.
- (6) Date when the material is needed.

The Submittal Control Document shall be coordinated with the approved progress schedule. The Contractor shall allow 10 working days for the Engineer's review. If rejected by the Engineer, the Contractor shall re-submit the document, allowing an additional ten (10) working days for each review required until approved by the Engineer. The data in the Submittal Control Document shall not relieve the Contractor of the obligation to comply with the Specification requirements regarding Contract Completion Date. The Contractor shall review the Submittal Control Document at least every thirty (30) days, update or correct the Submittal Control Document as necessary and re-submit the updated or corrected document to the Engineer.

1-05.3(2)C SIZE AND LAYOUT (New Section) (3-18-93)

Shop Drawings may be on 24-inch by 36-inch sheets or, if adequate, on small sheets, size 8-1/2 x 11, 8-1/2 x 14, or 11 x 17 inches.

For Shop Drawings, size 8-1/2 x 11, 8-1/2 x 14, or 11 x 17 inches, the Contractor shall submit eight copies that are sufficiently legible to make photo copies. For Shop Drawings that are 24 x 36 inches in size, the Contractor shall submit one reproducible original and eight copies. The reproducible original shall be mylar or cloth tracing. Other types of reproducibles will be accepted provided they are on clear and permanent type material (e.g., reprographic mylar base film). All copies shall be suitable for microfilming.

Each Shop Drawing shall have a clear space for the Engineer's review stamp and comments (preferably in the lower, right-hand corner of the drawing). Two (2) copies will be returned to the Contractor after review.

1-05.3(2)D SUBMITTAL (New Section) (3-18-93)

Before submittal of Shop Drawings, the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data and reviewed or coordinated each Shop Drawing with other Shop Drawings and with the requirements of the Contract Documents.

The Contractor shall submit Shop Drawings sufficiently in advance of the actual need to permit the Engineer and other involved reviewing agencies, if applicable, to review them and shall allow sufficient time for revisions, and resubmittals.

Shop Drawings shall be submitted for all items required by the Specifications, all substitutions and items submitted as "or equal", and any item of work which does not conform to the Contract Documents.

When Shop Drawings are required for a series of similar items listed in the Bid Form, separate Shop Drawings shall be submitted for each individual bid item. Shop Drawings will not be accepted if two or more bid items are combined on one sketch except for illumination, electrical equipment, signals, poles and related items for which two or more bid items may be accepted in one submittal form, provided they satisfy other submittal requirements stated elsewhere in this section. Shop Drawings need not be submitted for items that are as shown in the Standard Plans. However, the Contractor shall submit a list of all bid items where the use of Standard Plan items is intended.

The Contractor shall coordinate assembly of all Shop Drawings for submittal, including those prepared by subcontractors, suppliers, and manufacturer. Shop Drawings shall be numbered consecutively and shall show the Contractor Identification number, project name, bid item or intended use, Engineer's Drawing number, detail number, project location, material standard reference, Contractor's name and address, and any other information needed for the Engineer's review. The Contractor shall examine and approve all Shop Drawings for accuracy, completeness and compliance with Contract requirements before submittal to the Engineer. The Contractor shall sign a "Shop Drawing Review Form" for each shop drawing package, thereby accepting responsibility for the correctness and completeness of the shop drawings.

A copy of the Shop Drawing Review Form is included in the Appendix. One Review Form shall be filled out by the Contractor for each Shop Drawing submittal package. A Review Form is not necessary for each Shop Drawing submitted.

Blanket Review of catalogs or groups of items which lack reference to specific bid items will not be made.

Copies of the Contract Drawings or Standard Plans will not be accepted in lieu of Contractor prepared Shop Drawings.

At the time of submittal, the Contractor shall give the Engineer specific written notice of each variation that the Shop Drawings may have from the requirements of the Contract Documents, and, in addition, shall highlight with a specific notation each such variation on each Shop Drawing submitted to the Engineer for review and approval. Shop Drawings submitted to the Engineer for review which are determined by the Engineer to be carelessly prepared, erroneous, incomplete, illegible, or lacking the Contractor's approval, will be returned to the Contractor for correction, re-checking, and re-submittal.

1-05.3(2)E REVIEW (New Section) (3-18-93)

The Engineer's Shop Drawing review is only for conformance with the general design concept of the Project and for compliance with the information given in the Contract Documents. The review shall not extend to consideration of structural integrity, detailed compliance with contract requirements or any other obligation of the Contractor including means, methods, techniques, sequences or procedures of construction (except where a specific means, method, techniques, sequence, or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor is responsible for confirming and correlating all dimensions; fabricating and construction techniques; coordinating the Contractor's work with that of all other trades; and the satisfactory performance of the entire Work in strict accordance with Contract Documents. The review is undertaken solely to satisfy Engineer's obligations and does not relieve Contractor from the Contractor's obligation to perform all Contract requirements, nor shall such review give rise to any right of action of suit in favor of Contractor or third persons against the Owner.

The Contractor shall allow ten (10) working days (from receipt of Shop Drawings by the Engineer) for Engineer's review and return of comments. The Contractor shall make any corrections required by the Engineer, and shall resubmit the Shop Drawings for the Engineer's review; the number of resubmittal copies shall be as specified in Section 1-05.3(2)C. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals. If rejected by the Engineer, the Contractor shall resubmit the rejected Shop Drawing allowing an additional 10 working days for each review required until no exception is taken by the Engineer.

Engineer's review of Shop Drawings shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called the Engineer's attention to each such variation at the time of submission, and the Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the returned Shop Drawing; nor will any review by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of this section.

The following listed sections of the Specifications contain additional Shop Drawing requirements which may or may not be applicable to a specific project.

DIVISION 7 STORM DRAIN, CULVERTS, SANITARY, ETC.

7-02.3(1)A General (Placing Culvert Pipe)

7-05.2 Material (MH, CB, and Inlets)

7-17.3(1)A1 General (Trench Excavation)

If a Shop Drawing is required by the Specifications, any related Work performed by the Contractor prior to completion of the Engineer's review will be at the Contractor's risk and expense.

1-05.4 CONFORMITY WITH DRAWINGS, STAKES AND DEVIATIONS THEREFROM (2-10-89)

Supplement this section with the following:

When the Contractor trims the subgrade with an automatic machine guided by reference lines, the Engineer will set control stakes for line and grade only once after grading is completed. To gain better control with unusual pavement widths or for other reasons, the Engineer may set more control stakes without added cost to the Contractor. The Contractor shall set reference lines from these control stakes for trimming subgrade, for surfacing, and for controlling the paving machine.

The Contractor shall work to preserve stakes and marks. The Owner will deduct from payments due the Contractor all costs to replace stakes and marks carelessly or willfully damaged or destroyed by the Contractor's operation.

The Contractor shall provide enough safe areas to permit the Engineer to set points and elevations.

The Contractor shall keep the Engineer informed of staking requirements to provide the Engineer with enough time to set stakes. Contractor requests for stakes shall be made at least three working days before the Engineer needs to begin the staking operation.

1-05.5 CONSTRUCTION STAKES (2-4-94)

Amend the last sentence of the sixth paragraph to read:

Copies of these field notes shall be provided the Engineer upon request and upon Physical Completion of the Work the field book(s) shall be submitted to the Engineer and become the property of the Engineer.

1-05.7 DEFECTIVE AND UNAUTHORIZED WORK (2-4-94)

In the second paragraph amend the words "after Acceptance" to read "after the Completion Date".

1-05.9 EQUIPMENT (New Section) (2-10-89)

At the Engineer's request, the Contractor shall provide an operating and maintenance manual for each model or type of mixing, placing, or processing equipment before using it in the work. The Contractor shall also provide test instruments to confirm whether the equipment meets operating requirements, such as vibration rate, revolutions-per-minute, or any other requirements.

The contract may require automatically controlled equipment for some operations. If the automatic controls on such equipment fails, the Contractor may operate the equipment manually for the remainder to that normal working day, provided the method of operation produces results otherwise meeting the specifications. Continued operation of the equipment manually beyond this working day will be permitted only by specific authorization of the Engineer.

The Engineer will reject equipment that repeatedly breaks down or fails to produce results within the required tolerances. The Contractor shall promptly replace rejected equipment. Rejection and replacement of equipment shall give the Contractor no right to more pay or time.

1-05.10(1) GENERAL GUARANTY AND WARRANTY (2-4-94)

In the second paragraph sentence one amend the words "Acceptance Date" to read " Physical Completion Date".

1-05.11 FINAL INSPECTION (3-7-94)

Delete this section and replace with the following:

1-05.11(1) SUBSTANTIAL COMPLETION DATE (3-7-94)

When the Contractor considers the work to be substantially complete the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. To be considered substantially complete the following conditions must be met:

1. The Owner must have full and unrestricted use and benefit of the facilities, both from the operational and safety standpoint; and
2. only minor incidental work, replacement of temporary substitute facilities, or corrective or repair work remains to reach physical completion of the Work.

The Contractor's request shall list the specific items of work in subparagraph two above that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the Work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

If, after this inspection, the Engineer concurs with the Contractor that the Work is substantially complete and ready for its intended use, the Engineer, by written notice to the Contractor, will set the Substantial Completion Date. If, after this inspection the Engineer does not consider the Work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefor.

Upon receipt of written notice concurring in or denying substantial completion, whichever is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized interruption, the work necessary to reach substantial and physical completion. The Contractor shall provide the Engineer with a revised schedule indicating when the Contractor expects to reach substantial and physical completion of the Work.

The above process shall be repeated until the Engineer establishes the Substantial Completion Date and the Contractor considers the Work physically complete and ready for final inspection.

1-05.11(2) FINAL INSPECTION DATE (3-7-94)

When the Contractor considers the Work physically complete and ready for final inspection, the Contractor by Written Notice, shall request the Engineer to schedule a final inspection. The Engineer will, within 5 days, set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the Work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies.

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the Written Notice listing the deficiencies, the Engineer may, upon Written Notice to the Contractor, take whatever steps are necessary to correct those deficiencies. Such steps may include the correction of defects using in-house forces or by others. In such case, the direct and indirect costs incurred by the Engineer will be deducted from monies due or becoming due the Contractor. These indirect and direct costs shall include, but not be limited to, compensation for additional professional services required for repair and replacement of the work of others which was destroyed or damaged in the course of correction, removal, or replacement of the Contractor's deficient work.

The Contractor will not be allowed an extension of Contract Time because of a delay in the performance of the Work attributable to the exercise of the Engineer's right hereunder.

Upon correction of all deficiencies, the Engineer will notify the Contractor and the Owner, in writing, of the date upon which the Work was considered physically complete. That date shall constitute the Physical Completion Date of the contract, but shall not imply acceptance of the work or Contract.

1-05.12 ACCEPTANCE (12-31-98)

Delete this title and section and replace with the following:

1-05.12 COMPLETION (12-31-98)

The Contractor must perform all the obligations under the Contract before the Completion Date can be established. A Certificate of Completion for the Work issued by the Owner will establish the Completion Date and certify the Work as complete. The Final Contract Price may then be calculated. The following must occur before the Completion Date can be established and the Final Contract Price calculated:

1. The physical work on the project must be complete.
2. The Contractor must furnish all documentation required by the Contract and required by law, necessary to allow the Owner to certify the Contract as complete. These include but are not limited to:
 - a. Appeals per Section 1-04.5(4).
 - b. Extension of Time requests per Section 1-04.7.
 - c. Material certifications per Section 1-06.3.
 - d. Certified payrolls per Section 1-07.9.
 - e. Property owner releases per Section 1-07.24.

The issuance of this Certificate of Completion will not constitute acceptance of unauthorized or defective work or material.

The Contractor agrees that establishment of the Completion Date shall not relieve the Contractor of the responsibility to indemnify, defend, and protect the Owner against any claim of loss resulting from the failure of the Contractor, a subcontractor of any tier, or any other person who provides labor, supplies, or provisions for carrying out the Work.

1-05.13 SUPERINTENDENTS, LABOR, AND EQUIPMENT (11-18-96)

Delete paragraphs 5 and 6 and replace with the following:

The Contractor's performance and compliance with the terms of the Contract Documents will be rated by the senior supervisor within the administrative department (i.e., the Senior Engineer, Architect, or Project

Manager as appropriate) utilizing the Contractor Performance Evaluation Program (copy located in the Appendix of the Project Manual).

The City of Seattle is concerned with four major areas relative to a Contractor's or subcontractor's performance on a given project:

- (1) The Contractor's or subcontractor's ability to effectively and efficiently schedule, administer, coordinate, finance, and manage its work and the work of its subcontractors on the project;
- (2) The degree and extent of the Contractor's or subcontractor's cooperation with the City of Seattle, its employees and consultants, and the public;
- (3) The Contractor's or subcontractor's initiative in all aspects of its work; and
- (4) The quality of material and workmanship and safe and timely completion of the final product.

The Contractor Performance Evaluation Program is intended to:

- (1) Assist the City in exercising its discretion to determine a Contractor's qualifications and abilities to successfully perform a particular contract;
- (2) Provide the City with a rational basis for
 - (a) determining whether or not a Contractor can be relied upon to work responsibly and
 - (b) determining whether or not to approve the Contractor's proposed principal subcontractors;
- (3) Provide Contractors with a means of enhancing their reputation for qualification by receiving recognition for high standards of performance;
- (4) Encourage better working relationships between the City and Contractors;
- (5) Guide administering departments in approving or disapproving proposed principal subcontractors on a particular project.
- (6) Provide official, verifiable references for Contractors and subcontractors who may be under consideration for award of, or approval on, contracts to be awarded by other public owners.
- (7) Provide a history and an assessment of a Contractor's or subcontractor's performance on prior City contracts for use in suspension or debarment proceedings.

An unacceptable report will be taken into consideration when determining a Contractor's qualifications for future work.

SECTION 1-06 CONTROL OF MATERIALS

1-06.1 SOURCE OF SUPPLY AND QUALITY OF MATERIAL (10-1-92)

Supplement this section with the following:

Mention of manufacturers by brand name and model number is occasionally made in order to establish a basis of quality for certain items of material, equipment, or processes. Such mention is intended to include products of other manufacturers that will measure up to the designated standards of the product mentioned.

If the Contractor desires to use products other than those specified under this "or equal" provision, he shall obtain the approval of the Engineer before entering an order therefor.

Wherever mention is made of a specific manufacturer, such mention shall be treated as if the phrase "or equal" appears thereafter whether or not in fact it does. The terms "or equal" and "or approved equal" shall be considered synonymous.

1-06.4 HANDLING AND STORAGE OF MATERIALS (5-23-94)

Supplement this section with the following:

The Contractor shall repair, replace or make good all Owner provided materials that are damaged or lost due to the Contractor's operation or while in the Contractor's possession, at no expense to the Owner.

SECTION 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.9 WAGES (12-9-97) [1]

Delete this section and its subsections in their entirety and replace with the following new subsections 1-07.9(1) through 1-07.9(6):

1-07.9(1) PREVAILING WAGE RATES (12-9-97)

1-07.9(1)A GENERAL (12-9-97)

The Work is subject to the wage requirements of RCW 39.12 (Prevailing Wages on Public Works), RCW 49.28 (Hours of Labor), and to RCW 49.46 (Minimum Wage Act) as amended or supplemented. On projects funded in whole or part from Federal monies, Federal wage laws and rules shall also apply.

When the Work is subject to both the provisions of the State (RCW 39.12) and Federal (Davis-Bacon and related acts) prevailing wage requirements, the Contractor and every subcontractor must pay at least the State prevailing wage rates, if they are higher than the Federal prevailing wage rates for the project unless specifically preempted by federal law. When the Federal prevailing wage rates are higher than the State prevailing wage rates the Contractor (and every subcontractor) shall pay the Federal rate as required by federal law.

The Contractor, any subcontractor and all individuals and firms required to pay prevailing wages per WAC 296-127-010, shall not pay any laborer, worker, or mechanic less than the applicable prevailing hourly wage rates and fringe benefits for said worker's classification. Higher wages and benefits may be paid at the Contractor's option.

Pursuant to the provisions of State law, the Contractor, every subcontractor, and all other individuals or firms required to pay prevailing wages for work performed on this Contract, shall be subject to investigation by the State of Washington Department of Labor and Industries for failing to pay the required prevailing wage to workers, laborers, and mechanics employed on the project. Such investigation may result in the State issuing a Notice of violation in accordance with WAC 296-127-150

To the extent an individual or firm required to pay prevailing wages is found by the Department of Labor and Industries to have violated the requirement to pay the prevailing rate of wage, the unpaid wages shall constitute a lien against the Contractor's bond and retainage. Consistent with RCW 39.12.065 and 39.12.050, the contractor or subcontractor may also be subject to civil penalties and may be prohibited from bidding on any public works contract within the State of Washington.

It shall be the sole responsibility of the Contractor to assign the appropriate classification to all laborers, workers or mechanics who perform any work pursuant to this Contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries. It shall also be the Contractor's sole responsibility to ascertain the applicable prevailing rate of wage for each such classification. Laborers, workers, and mechanics must be paid in full at least once each week and in lawful money of the United States.

The Owner holds the Contractor responsible for compliance of all subcontractors with payroll reporting requirements and payment of prevailing wages.

The Project Manual includes hourly minimum rates for wages and fringe benefits to be paid laborers, workers and mechanics employed in the Work as established by the State Department of Labor and Industries.

Any listing of wages and fringe benefits in the Project Manual for any classification is intended only as a guideline for the Contractor and does not necessarily reflect the most recent classification or prevailing wage rate. Prevailing wage rates will be determined by the Department of Labor and Industries and published only on the first business day of February and the first business day of August of each year. All prevailing wage rates become effective thirty days after they are published. Current prevailing wage information may be obtained upon request from the:

Industrial Statistician
Department of Labor and Industries
ESAC Division
P.O. Box 44540
Olympia, WA 98504-4540
(360) 902-5335

For projects funded in whole or part with Federal monies, current Federal prevailing wage information may be obtained upon request from the:

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Federal Office Building
Seattle, WA 98104
(206) 281-5505

By including wage and fringe benefit rates in the Project Manual, the Owner does not imply that the Contractor will find labor available at those rates. The Contractor shall calculate any amount above the minimums which have to be paid.

If the Contractor employs labor in a classification not listed in the Project Manual, the Contractor shall, on projects where only State prevailing wage rates apply, request the Industrial Statistician of the Washington State Department of Labor and Industries to determine the correct prevailing wage rate for that classification and locality. If the project is funded in whole or part with Federal monies, the Contractor shall request the Industrial Statistician of the Washington State Department of Labor and Industries to determine a State prevailing wage rate for that classification and locality and shall ask the U.S. Department of Labor to determine a Federal prevailing wage rate for that classification and locality. Should those wage rates differ, the Contractor shall use the highest wage rate determined.

1-07.9(1)B OVERTIME (12-9-97)

Pursuant to the provisions of Chapter 49.28 RCW and WAC 296-127-022, work performed on public works contracts will not require the payment of overtime rates for the first two hours worked in excess of eight hours per day when the employer and employee voluntarily enter into an agreement wherein the employee will work up to ten hours per day in a four-day week to accomplish forty hours of work.

Recognizing that there may be days when a full ten hours of work is not available, the remainder of the forty hours may be made up on another work day or days within the same work week, except work performed on Saturdays, Sundays, and holidays is subject to the established prevailing overtime provisions for a given trade or occupation, as provided in chapter 39.12 RCW.

For the purpose of this section an agreement must:

1. Have been authorized by employees who bargained collectively with their employers through representatives of their own choosing; or
2. be obtained in writing, signed, and dated by both parties; and
3. be entered into individually with each employee; and
4. be entered into separately for each public works project, except that an employer, at its option, may obtain an annual authorization; and
5. state the name of the public works project with specificity; and
6. be entered into voluntarily by the employer and employee.

Each employer must retain copies of individual employee authorization agreements for three years from the Completion Date of the Work. Absence of an authorization record for an employee shall be deemed per se evidence of lack of that employee's authorization. Such records are payroll records, subject to the requirements of WAC 296-127-320.

It is prohibited to work more than ten hours in any calendar day on a public works project except in cases of extraordinary emergency, such as danger to life or property.

Notwithstanding the above provisions, overtime rates must be paid for all hours worked in excess of forty hours per week. For any overtime work performed on a federally funded project in accordance with the agreements referenced above, the Contractor, subcontractor, and all other individuals or firms required to pay prevailing wages, must submit a copy of such authorization agreement for each affected employee to the PWCC Section.

WAC 296-127-022 provides a minimum public works overtime standard, and does not supersede prevailing overtime wage rates established under the authority of RCW 39.12.

1-07.9(1)C EFFECTIVE DATE FOR DETERMINING PREVAILING WAGES (12-9-97)

In accordance with WAC 296-127-011, the effective date for determining State prevailing wages will be the date of bid opening, provided the Contract is awarded within six months after bids are due. If the Contract is not awarded within six months after bids are due, the effective date for determining prevailing wages shall be the Award Date of the Contract. If the Contract is not awarded pursuant to bids (e.g. emergency contracts), the effective date for determining prevailing wages shall be the Award Date of the Contract.

For projects funded in whole or part with Federal monies, the effective date for determining prevailing wages shall be 10 days prior to the date bids are due provided the Contract is awarded within 90 days after bids are due, unless the Engineer determines there is sufficient time to notify bidders of changes in the prevailing wage rates up to the date of bid opening, in which case those rates shall apply. If the Contract is not awarded within 90 days after the bids are due, the effective date for determining prevailing wages shall be the Award Date of the Contract.

1-07.9(1)D PAYROLL REPORTS (12-9-97)

On federally funded projects only, payroll reports for the Contractor, every subcontractor, and all other individuals or firms required to pay prevailing wages for work performed on this Contract shall be submitted weekly to the Public Works and Consultant Contracting Section of the Executive Services Department, City of Seattle, Arctic Building, Suite 800, 700 Third Avenue, Seattle, Washington, 98104 within 72 hours after the expiration of each pay period. On non-federally funded projects, the Owner and Engineer reserve the right to request payroll reports from the Contractor, every subcontractor, and all other individuals or firms required to pay prevailing wages for work performed on this contract. When required or requested, the payroll reports shall contain the following information:

1. Name and residence address of each worker.
2. Social Security number of each worker.
3. Classification of work performed by each worker. The classification must be specific and match the classification categories listed in the Project Manual.
4. Total number of hours employed each day.
5. Total number of hours employed during the payroll period.
6. Straight time and overtime hourly rate of wages paid to each worker.
7. Total or gross amount earned by each worker.
8. Deductions for Medical Aid, FICA, Federal withholding tax, and any other deductions taken.
9. Net amount paid each worker.
10. Contractor's (or subcontractor's) name and address.
11. Days and dates worked.
12. Date of final day of pay period.
13. Whether fringe benefits were paid to each worker as part of the hourly wage rate or whether fringe benefits were paid into an approved plan, fund, or program.

Payrolls may be submitted on Federal payroll form WH-347 (or equivalent), which may be obtained from the:

Federal Bookstore
Federal Building
915 Second Avenue, Room 194
Seattle, WA 98174
(206) 553-4270

The reverse side of the form contains an affidavit which must be filled out and signed. If the Contractor's payroll reports are computerized, the computerized reports may be submitted along with a Statement of Compliance affidavit form which may be photocopied from the sample in the Project Manual.

The first payroll submitted for the Work for both the Contractor and each subcontractor shall be labeled "Initial". The last payroll submitted for the Work for both the Contractor and each subcontractor shall be labeled "Final". Payrolls shall be sequentially numbered for all periods in which work is performed.

1-07.9(2) POSTING NOTICES (12-9-97)

In a location acceptable to the Washington State Department of Labor and Industries (State L&I), and in compliance with the requirements of RCW 39.12.020, the Contractor shall post:

1. One copy of the approved "Statement of Intent to Pay Prevailing Wages," for the Contractor, each subcontractor regardless of tier, and any other individual or firm required to pay prevailing wages per WAC 296-127-010.
2. The address and telephone number of the Industrial Statistician, State L&I (along with notice that complaints or questions about wage rates may be directed there).

1-07.9(3) APPRENTICES (12-9-97)

A laborer, worker, or mechanic employed on the Work for whom an apprentice agreement is registered and approved by the State Apprenticeship Council pursuant to Chapter 49.04 RCW within 60 days of hiring may be paid the applicable prevailing hourly rate for an apprentice of that trade. If formal registration with the State

Apprenticeship Council is not accomplished within 60 days of hiring, the laborer, worker or mechanic must be paid the prevailing hourly journey level rate for all hours worked on the Contract until an apprenticeship agreement is registered.

If the Contractor makes use of an apprentice on Work also governed by Federal wage rates and regulations, the Contractor shall present to the Owner written evidence of registration of such employees in a program approved by the Washington State Apprenticeship Council and recognized by the U.S. Bureau of Apprenticeship and Training. On federally funded projects where submission of payroll reports is required, such evidence shall be submitted with the first payroll upon which the name of the employee appears. In the absence of such a state apprenticeship council program, the Contractor shall submit evidence of approval and registration by the U.S. Bureau of Apprenticeship and Training.

1-07.9(4) DISPUTES (12-9-97)

In the event any dispute arises as to what the prevailing wages are for this Contract, and the dispute cannot be resolved by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington when such dispute involves State prevailing wage rates. In such case, the Director's decision shall be final, conclusive, and binding on all parties.

If the dispute involves a Federal prevailing wage rate, the matter shall be referred to the U.S. Secretary of Labor for a decision. In such case, the Secretary's decision shall be final, conclusive, and binding on all parties.

When the Work is subject to both State and Federal prevailing wage requirements, the Contractor and every subcontractor shall comply with whichever standard is higher.

1-07.9(5) REQUIRED DOCUMENTS (12-9-97)

Before payment is made by the Owner of any sums due under this Contract, the Public Works and Consultant Contracting Section of the Executive Services Department shall receive from the Contractor and each subcontractor regardless of tier a copy of a "Statement of Intent to Pay Prevailing Wages" (form F700-029-000), approved by the Industrial Statistician of the Washington State Department of Labor and Industries.

Upon completion of the Work and before any funds retained under RCW 60.28 can be released to the Contractor, PWCC shall receive from the Contractor and each subcontractor regardless of tier a copy of a "Affidavit of Wages Paid" (form L700-007-000), approved by the Industrial Statistician of the Washington State Department of Labor and Industries. These forms, along with other requirements outlined in section 1.09.9(2) of these specifications, shall be received by PWCC and a copy of all forms submitted to the Engineer before any funds retained under RCW 60.28.011 will be released to the Contractor.

In addition, the Contractor shall submit a "Request for Release" to the State Department of Labor and Industries (See Section 1-07.10). That agency provides the form.

A fee for each "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" is required to accompany each form submitted to the Department of Labor and Industries by the Contractor or any subcontractor. The Contractor or subcontractor, as applicable, shall be responsible for payment of these fees and shall submit all forms directly to the Department of Labor and Industries for approval. The cost of these fees shall be included in the prices of the various units of work which comprise this contract.

The required forms specified herein may be obtained from the Department of Labor and Industries.

Each progress estimate submitted for payment shall include or have attached a statement signed by the Contractor that the prevailing wages have been paid in accordance with the pre-filed Statement of Intent to Pay Prevailing Wages on file with PWCC, or the estimate will not be paid. The following is a sample of the wording required:

Project: _____ PW#: _____

I certify that the prevailing wages have been paid in accordance with the pre-filed Statement or Statements of Intent to Pay Prevailing Wages on file with the Public Works and Consultant Contracting Section of the Executive Services Department for the period covering _____, 20__ to _____, 20__.

Contractor Signature

This letter shall be signed by an authorized representative of the Contractor prior to payment of any voucher pursuant to RCW 39.12.040."

1-07.9(6) AUDITS (12-9-97)

Payroll, wage, and cost records shall be retained, and may be audited or inspected, as permitted by Section 1-09.12.

1-07.11 EEO REQUIREMENTS (12-31-96)

All references to "HRD" or "the Human Rights Department" in Section 1-07.11 shall be amended to read "ESD".

1-07.11(1) GENERAL (12-7-98)

Supplement this section with the following:

Notwithstanding any other provisions in the Project Manual, this Contract does not require any specific levels of utilization of minorities or women in the Contractor's workforce, except as may be specified in any federal regulations or statutes included or referenced in the Contract Documents. The City encourages the Contractor to employ a workforce reflective of the region's diversity. The Contractor shall adhere to all non-discrimination requirements as set forth in Federal and State laws and regulations and Seattle municipal code provisions.

1-07.11(2) EEO POLICY (12-31-96)

Delete subparagraph two and three of paragraph one and replace with the following:

"The Contractor will, prior to commencement and during the term of the Contract, furnish to the Executive Services Director (as used herein Director means the Director of the Executive Services Department or the Director's designee) upon the Director's request and on such form as may be provided, a report of the affirmative actions taken by the Contractor in implementing the terms of these provisions. The Contractor will permit access to the Contractor's records of employment, employment advertisements, application forms, and other pertinent data requested by the Director to determine compliance with these requirements."

If the Director finds probable cause to believe that the Contractor has failed to comply with the terms of these provisions, the Contractor shall be so notified in writing. The Director will give the Contractor an opportunity to be heard within 10-days of the date written notification is sent. After hearing and considering the Contractor's response to the findings (if any) the Director will make a final decision as to whether the Contractor has failed to comply with the provisions of the Contract. If the Director's final decision is that the Contractor has failed to comply with the provisions of the Contract, the Director may suspend the Contract, withhold any funds due or to become due to the Contractor, or both pending compliance by the Contractor.

1-07.11(6) PERSONNEL ACTIONS (12-7-98)

Delete the last sentence from item (3) Work Force Profile: "There is an employment goal of"

1-07.11(8) UNIONS (2-7-96)

In the first sentence of items (2) and (4), the terms "sex, or national origin" are revised to read "sex, national origin, age, and disability".

1-07.11(10)A GENERAL (2-7-96)

Revise item (4) to read:

- (4) Subcontracting: The progress and efforts being made in securing the services of disadvantaged, minority, and women subcontractors, or subcontractors with meaningful minority and female representation among their employees.

1-07.11(10)D REQUIRED RECORDS AND RETENTION (2-4-94)

Delete this section and replace with the following:

Records shall be retained for a period of three years after the Completion Date and shall be available at reasonable times and places for inspection by authorized representatives of the Owner and, when applicable, WSDOT and the Federal agency providing funds for the Work.

1-07.11(12) SANCTIONS (New Section) (12-7-98)

Any violation of the mandatory requirements of subsection (1) through (11) of this Section 1-07.11 shall be a material breach of contract for which the Contractor may be subject to damages and sanctions provided for by contract and applicable law.

1-07.11(13) EMPLOYMENT GOALS (New Section) (12-7-98)

The City encourages the Contractor to meet the following employment goals of not less than 21% minorities and 20% women; and an employment subgoal of 4.5% for minority women.

1-07.12 WOMEN AND MINORITY BUSINESS ENTERPRISE REQUIREMENTS (5-12-99)

Delete this section in its entirety and replace with the following five subsections:

1-07.12(1) GENERAL (New Section) (5-12-99)

Notwithstanding any other provision in the Project Manual, City utilization requirements for Women and Minority Business Enterprises ("WMBEs") shall not apply to this Contract. No minimum level of WMBE subcontractor participation shall be required as a condition of receiving award of the Contract and no preference will be given to a Bidder for its WMBE utilization or WMBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract Documents will continue to apply.

As required by RCW 35.22.650 and other provisions of these specifications, the Contractor and all subcontractors shall comply with the following clause:

"Contractor agrees that he shall actively solicit the employment of minority group members. Contractor further agrees that he shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his compliance with these requirements of minority employment and solicitation. Contractor further agrees to consider the grant of subcontracts to said minority Bidders on the basis of substantially equal proposals in the light most favorable to said minority businesses. The Contractor shall be required to submit evidence of compliance with this section as part of the bid."

"As used in this clause, the term 'minority business' means a business at least 51% of which is owned by minority group members. Minority group members include but are not limited to Blacks, Women, Native Americans, Orientals, Eskimos, Aleuts and Spanish Americans."

1-07.12(2) NON-DISCRIMINATION (New Section) (5-12-99)

Contractors, bidders and proposers shall not create barriers to open and fair opportunities for WMBEs to participate in all City contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with

subcontractors and suppliers, the Contractor shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

1-07.12(3) RECORD-KEEPING (New Section) (5-12-99)

The Contractor shall maintain, for at least 12 months after completion of this Contract, relevant records and information necessary to document the Contractor's utilization of WMBEs and other businesses as subcontractors and suppliers under this Contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers under this Contract. The Owner shall have the right to inspect and copy such records. If this Contract involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Contract Documents.

1-07.12(4) AFFIRMATIVE EFFORTS TO UTILIZE WMBEs (New Section) (5-12-99)

The City encourages the utilization of Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs") (collectively, "WMBEs"), in all City contracts. The City encourages the following practices to open competitive opportunities for WMBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the Owner, to provide project information and to inform WMBEs of contracting and subcontracting opportunities.
2. Placing all qualified WMBEs attempting to do business in The City of Seattle on solicitation lists, and providing written notice of subcontracting opportunities to WMBEs capable of performing the work, including without limitation all businesses on any list provided by The City of Seattle, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including WMBEs.
4. Establishing delivery schedules, where the requirements of this Contract permit, that encourage participation by WMBEs.
5. Providing WMBEs that express interest with adequate and timely information about plans, specifications, and requirements of this Contract.
6. Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, The City of Seattle, and other organizations that provide assistance in the recruitment and placement of WMBEs.

1-07.12(5) SANCTIONS FOR VIOLATION (New Section) (5-12-99)

Any violation of the mandatory requirements of Section 1-07.12, Subsections (1) through (3), shall be a material breach of contract for which the Contractor may be subject to damages and sanctions provided for by contract and by applicable law.

1-07.13 CONTRACTOR'S RESPONSIBILITY FOR WORK AND DAMAGE (10-4-93)

Delete this section and replace with the following:

Except as otherwise provided for herein, the Work, including Change Order Work, shall be at the sole risk of the Contractor until the Completion Date. Damage to, or destruction of, either permanent or temporary work, utilities, materials, or equipment and plant shall be promptly rebuilt, restored, repaired, corrected or replaced by the Contractor, at the Contractor's expense, regardless of the cause of damage until such date.

Exceptions to the above shall be limited exclusively to the following:

1. Damage to the permanent Work caused by acts of God, such as earthquake, floods or other cataclysmic phenomenon of nature.
2. Acts of the public enemy or government authorities.
3. Slides occurring on finished slopes after the Physical Completion Date of the Work; provided, however, that this exception shall not apply should damages be by reason of the Contractor's failure to comply with the Contractor's contractual responsibilities or to perform sound engineering and construction practices in the conduct of the Work, or to take reasonable precautions under the circumstances.
4. Third party damage or vandalism occurring after the Physical Completion Date.

If the performance of the Work is delayed as a result of damage by others, permission for an extension of time will be considered in accordance with Section 1-08.8.

Damage qualifying under the exceptions listed above shall be corrected promptly when ordered by the Engineer, and compensation therefore shall be made in accordance with Section 1-04.4. Where public safety is affected and an emergency exists, the Engineer may elect to accomplish repair by means of in-house or other forces as permitted by Section 1-05.8.

Nothing contained in this section shall be construed as relieving the Contractor of responsibility for, or damage resulting from the Contractor's own operations or from the Contractor's own negligence, nor shall the Contractor be relieved from full responsibility for making good any defective or unauthorized work.

The Contractor shall bear sole responsibility for damage to property located off the Project Site caused by erosion, siltation, run-off, or other related causes during the construction of the project and for any pollution of rivers, streams, ground water, or other waters which may occur as a result of construction operations.

1-07.14 INDEMNIFICATION (5-2-97)

Delete this section and replace with the following:

The Contractor shall defend, indemnify and save harmless the Owner and its officers, employees and agents from every claim, risk, loss, damage, demand, suit, judgment and attorney's fee, and any other kind of expense on account of injury to or death of any and all persons, or on account of property damage of any kind, whether tangible or intangible, or loss of use resulting therefrom arising out of or in any manner connected with the Work performed under this Contract, or caused or occasioned by reason of the presence of an officer, employee or agent of either the Contractor or a subcontractor upon or in proximity to the property of the Owner, at any time before the Completion Date.

If the claim, suit, or action for injuries, death, or damage is caused by or results from the concurrent negligence of (a) the Contractor or its officer, agent, or employee and (b) the Owner or its officer, agent or employee, these indemnity provisions shall be valid and enforceable only to the extent of the Contractor's negligence.

The Contractor shall also indemnify, defend, and save harmless any county, city or district and the officers and employees of said county, city or district connected with the Work within the limits of which county, city or district the Work is being performed hereunder all in the same manner and to the same extent as provided above for the protection of the Owner and the Owner's officers, employees and agents provided that no retention of money due the Contractor will be made by the Engineer except as provided in RCW 60.28, pending disposition of suits or claims for damages brought against the county, city or district.

The Contractor agrees that establishment of the Completion Date by the Owner shall not relieve the Contractor of the responsibility to indemnify, defend, and protect the Owner against any claim or loss resulting from the failure of the Contractor, or subcontractor of any tier to pay all labors, mechanics, subcontractors, materialpersons, or any other person who provides labor, supplies, or provisions for carrying out the Work.

Solely with respect to claims for indemnification under this Contract, the Contractor waives, as to the City only, its immunity under Title 51 RCW.

1-07.15 TEMPORARY WATER POLLUTION/EROSION CONTROL

Supplement this section with the following:

***Runoff water shall be filtered prior to discharge into the ditch at NW 117th St. Treatment options include hay bales, burlap bags filled with gravel, filter fabric fencing or other methods approved by the Engineer.**

Filter fencing shall be measured and paid in accordance with Section 8-01. All other costs required to perform temporary water pollution/erosion control work shall be considered incidental to the Work and no separate payment will be made.*

1-07.16(2) TREES, SHRUBS, AND PLANT MATERIAL RESTORATION

Delete this section and replace with the following:

Trees, shrubbery, and flower beds not designated for removal on the Drawings shall be left in place and adequately protected against damage or injury during construction. For trees that are to remain, it shall be the Contractor's responsibility to provide for the trimming of low limbs which will interfere with the operation of the Contractor's equipment. The Contractor shall give the Engineer 48 hours notice before any trimming takes place in order to obtain the Engineer's approval for the proposed method of trimming. The work shall be done by a professional tree service company whose past performance has been in compliance with all National Engineer Association tree pruning standards.

Trenching and auguring within the dripline of existing trees shall be in accordance with the Standard Plans. Excavation of any kind within 5 feet of the tree trunk shall not be allowed without Engineer approval. Any such excavation requires handwork with all roots 2 inches in diameter and larger being retained intact.

At the Engineer's request, the Contractor shall provide full and adequate protection against construction damage for existing trees and shrubs. Such protection may include temporary construction fencing, temporary tie-up of low limbs, and application of a 4 to 6 inch layer of mulch (or wood chips salvaged from clearing and grubbing) within the dripline of trees identified for such treatment. Equipment operation under wet soil conditions may require wood or steel planking for protection of surface roots. No storage of equipment or materials shall be allowed within the dripline of trees to be retained in the project area. Timber planking made of 4 inch thick material, covering 8 square feet, shall be used to support the backhoe stabilizers when set within the dripline of a tree or sodded planting strip.

Trees or other plant material not ordered or scheduled to be removed but which are destroyed or irreparably damaged by construction operations shall be replaced in kind/like size by the Contractor. Replacements shall be of the same species and as nearly as possible of the same size as the trees that have been removed. The Contractor shall allow 24 hours advance notice for nursery replacement stock inspection conducted by the Engineer or the Engineer's representative. In addition to the approved restoration, the Contractor will be assessed damages for the difference in the dollar value of the damaged tree, shrub or other plant material as determined from the "Guide for Establishing Values of Trees and Other Plants," prepared by the Council of Tree and Landscape Appraisers, current edition, and the dollar value of the tree, shrub, or other plant material replacing the destroyed or damaged tree, shrub, or plant material. Damages assessed will be deducted from monies due or that may become due to the Contractor. The planting shall be done in accordance with the requirements of the Contract Documents during the first fall or spring planting period whichever comes first.

Supplement this section with the following:

Existing trees and vegetation called out on the plans or otherwise identified for removal by the Engineer shall be flagged for removal prior to the start of construction. All other vegetation shall not be disturbed by the Contractor's activities. The Contractor shall place temporary fencing around all retained vegetation. Contractor shall exercise care while operating equipment or otherwise working in the vicinity of retained trees and other plants to avoid damage to root systems. No equipment or materials shall be stored within the dripline. If any limbs are damaged during construction, Contractor shall notify Engineer.

1-07.17(2)B GAS MAINS AND OTHER UTILITIES (8-30-90)

Delete this section and replace with the following:

Minimum clearances of 1 foot vertical and 6 inches horizontal shall separate an existing gas main, or a gas service line, from a new ductile iron water line to be installed above or below the gas line. If these minimum clearances cannot be maintained, a protective wrap shall be provided for the entire distance where clearances are smaller than required. Wrapping material shall consist of either a split PVC pipe or PVC wrapping of at least 0.04 inch thickness and shall be applied to either one of the pipes.

Horizontal and vertical clearances of 6 inches or more are desired between watermain and all other utilities except gas and sewer lines (discussed in this Section and Section 1-07.17(2)A respectively). If a smaller

separation is unavoidable, the space between the watermain and the other utilities shall be filled with polyethylene plastic foam material before backfilling.

1-07.17(3) CLEARANCES BETWEEN SEWERS (New Section) (10-1-92)

Whenever a new sewer/drain pipe clears an existing or new utility by 6-inch or less, polyethylene plastic foam shall be placed between the utilities as a cushion prior to backfilling. The polyethylene plastic foam shall conform to the specifications in Section 9-05.14.

1-07.18 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE (12-16-94)

Delete this title and section in its entirety and replace with the following:

1-07.18 INSURANCE

Failure of the Contractor to fully comply with the insurance requirements of the Contract will be considered a material breach of Contract and, at the option of the Owner, will be cause for such action as may be available to the Owner under other provisions of the Contract Documents or otherwise in law, including immediate termination of the Contract.

The cost of furnishing insurance shall be incidental to and included in the lump sum or unit prices bid by the Contractor for the various items of Work listed in the Bid Form.

The Contractor shall at all times during the term of this Agreement, obtain and maintain continuously, at its own expense, and file with the Agency and the City's Risk Manager, evidence of a policy or policies of insurance as enumerated below:

1. A policy of **Commercial General Liability Insurance**, written on an insurance industry standard occurrence form (CG 00 01), including all the usual coverages known as:
 - Premises/Operations Liability
 - Products/Completed Operations
 - Personal/Advertising Injury
 - Contractual Liability
 - Independent Contractors Liability
 - Stop Gap/Employers Contingent Liability
 - Explosion, Collapse, or Underground (XCU)*
 - Watercraft Liability – Owned and Non-owned*
 - Per Project Coverage (CG2503 ISO), or equivalent

*This coverage is only required when the contractors' work under this agreement includes exposures to which this coverage responds.

Such policy (ies) must provide the following minimum limit:

Bodily Injury and Property Damage -

\$ 1,000,000	General Aggregate
\$ 1,000,000	Products & Completed Operations Aggregate
\$ 1,000,000	Personal & Advertising Injury
\$ 1,000,000	Each Occurrence
\$ 100,000	Fire Damage

Stop Gap Employers Liability

\$ 1,000,000	Each Accident	\$ 1,000,000
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Disease - Policy Limit

\$ 1,000,000	Disease - Each Employee
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Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

2. A policy of **Business Automobile Liability**, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, and as specified by Insurance Services Office Symbol 1 (any auto). If "pollutants" as defined in exclusion 11 of the commercial auto policy are to be transported endorsement CA9948 & MCS 90 are required.

Such policy(ies) must provide the following minimum limit:

Bodily Injury and Property Damage -
\$ 1,000,000 per accident

3. **Pollution Liability:** A policy providing insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Contractors Pollution Liability with coverage for:

- Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- defense including cost, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

Such policy(ies) shall provide a minimum limit of:
\$1,000,000 Per Aggregate.

If any such policy is written on a claim made form, the retroactive date shall be prior to or coincident with the effective date of this contract. The policy shall state that coverage is Claims Made, and state the retroactive date. Claims made form coverage shall be maintained by Contractor for a minimum of two years following the expiration or earlier termination of this contract, and Contractor shall annually provide the City with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the City to assure financial responsibility for liability for services performed.

4. A policy of **Worker's Compensation**. As respects Workers' Compensation insurance in the state of Washington, the Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall be responsible for Workers' Compensation Insurance for any Subcontractor who provides services under the Contract, and shall provide evidence of United States Longshore and harbor Workers' (USL&H) coverage and contingent coverage for Jones Act (Marine Employers Liability) in compliance with Federal Statutes. If the Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Contractor shall so certify by a letter signed by a corporate officer, indicating that it is a qualified self-Insured, setting forth the limits of any policy of excess insurance covering its employees; or any similar coverage required.

Contractor hereby assumes all risk of damage to its property, or injury to its officers, directors, agents, contractors, or invitees, in or about the Property from any cause, and hereby waives all claims against the City. The Contractor further waives, with respect to the City only, its immunity under RCW Title 51, Industrial Insurance, of the Revised Code of Washington.

5. Additional Insured and Primary Insurance Provisions:

Such insurance, as provided under items (1), (2), and (3), above, shall be endorsed to include the City of Seattle, its officers, elected officials, employees, agents and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to the City. In addition, Contractor's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the Contractor's insurance.

6. **Evidence of Insurance:** The following documents must be provided as evidence of insurance coverage:

- A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.
- A copy of the endorsement naming The City of Seattle as an Additional Insured, showing the policy number, and signed by an authorized representative of the insurance company on Form CG2026 (ISO) or comparable.
- A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.
- A copy of an endorsement stating that the coverages provided by this policy to the City, or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City of Seattle.
- A copy of A "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that - except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought (Commercial General Liability & Business Automobile Liability Insurance).

7. **Policy Rating:** All policies shall be subject to approval by the City's Risk Manager as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and primary to all other insurance.
8. **Insurance to Protect Contractor's Equipment** - Contractor shall purchase and maintain property insurance upon the Contractor's equipment for the Actual Cash Value of such equipment as of the time of any loss. This insurance shall insure against loss from the perils of Fire, and other risks of direct physical loss or damage, also known as "All Risk" perils protection.
9. **Self-Insurance:** Should Contractor be self-insured, under item (1), (2) and (3) above, a letter from the Corporate Risk Manager, or appropriate Finance Officer, is acceptable - stipulating if actuarially funded and fund limits; plus any excess declaration pages to meet the contract requirements. Further, this letter should advise how Contractor would protect and defend the City of Seattle as an Additional Insured in their Self-Insured layer, and include claims handling directions in the event of a claim.
10. **Subcontractors** - Contractor shall include all subcontractors as insureds under its policies **or** shall furnish separate evidence of insurance as stated above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

1-07.23 TRAFFIC CONTROL (2-7-96) [1]

Delete this section and replace with the following subsections 1-07.23(1) through 1-07.23(5):

1-07.23(1) PUBLIC CONVENIENCE AND SAFETY (New Section) (2-7-96)

The Contractor shall plan and conduct construction operations such that obstruction and inconvenience to the public will be kept to a minimum. The Contractor shall not have under construction a greater length or amount of work than can be continuously and vigorously prosecuted to completion.

It is the intent of these Contract Documents that public traffic shall be permitted to pass through the work area with minimum delay, except in those areas where safety and lack of space requires detouring the traffic elsewhere. The Contractor at all times shall keep existing roads and streets adjacent to or within the limits of the project open to and maintained in a good and safe condition for traffic as determined by the Engineer.

When construction operations are such that debris from the work is deposited on the streets, the Contractor shall, as a minimum, remove on a daily basis, any deposits or debris which may accumulate on the roadway surface. Should daily removal be insufficient to keep the streets clean, the Contractor shall perform removal operations on a more frequent basis. If the Engineer determines that a more frequent cleaning is impractical or if the Contractor fails to keep the streets free from deposits and debris resulting from the work, the Contractor shall, upon order of the Engineer, remove all clay or other deposits from the tires or between

wheels before trucks or other equipment will be allowed to travel over paved streets. Should the Contractor fail or refuse to clean the streets, trucks, or equipment in question, the Engineer may order the work suspended at the Contractor's risk until compliance with the Contractor's obligation is assured. Alternately, the Engineer may order the streets in question cleaned by others and such costs incurred by the Owner in achieving compliance with these contract requirements, including cleaning of the streets, shall be deducted from monies due or to become due the Contractor on monthly estimates. The Contractor shall have no claim for delay or additional costs should the Engineer choose to suspend the Contractor's work until compliance is achieved.

Existing traffic signal and highway lighting systems shall be kept in operation for the benefit and safety of the traveling public during progress of the work and the Owner will continue the routine maintenance of such existing systems.

The Contractor shall maintain convenient access for local traffic to private properties along the line of work except during some urgent stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously, or when street closure is required in the preparation of the roadway for placement of asphalt pavement, concrete pavement, sewer excavation, or other construction which prohibit safe vehicular traffic. If a street is to be closed, the Contractor shall notify all property owners and tenants of street and alley closures, or other restrictions which may interfere with their access. Notification shall be at least 24 hours in advance for residential property, and at least 48 hours in advance for commercial property.

When the abutting owners' access across right of way line is to be eliminated and replaced under the contract by other access, the existing access shall not be closed until the replacement access facility is available.

When maintaining traffic through graded areas, roadway excavation and the construction of embankments shall be performed in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times. Sufficient fill at culverts and bridges to permit traffic to cross shall be placed in advance of other grading operations.

Where public traffic is routed through areas of rough grading, or any subsequent layer thereto, the surface of the roadbed of streets under construction shall be brought to a smooth, even condition. The surfacing materials shall be placed as the work progresses. Water or dust palliative shall be applied when ordered by the Engineer for the alleviation and prevention of dust nuisances.

The Contractor shall be responsible for the safety, efficiency, and adequacy of the Contractor's plant, equipment, and methods, and for any damage or injury resulting from the failure, or improper maintenance, use or operation. The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. The required or implied duty of the Engineer to conduct construction review of the Contractor's performance does not and shall not be intended to include review and adequacy of the Contractor's safety measures in, on, or near the construction site. In order to protect the lives and health of employees performing work under the contract, the Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA), including all revisions and amendments thereto; the provisions of the Washington Industrial Safety Act of 1973 (WISHA); the regulations of the State of Washington Department of Labor and Industries Division of Industrial Safety and Health, and the safety standards and provisions of applicable laws, building and construction codes, and the safety regulations set forth in "Safety Standards for Construction" and "General Safety Standards" published and in effect at the time of call for bids. These publications may be obtained from the Department of Labor and Industries, Olympia, Washington. The Contractor shall also comply with the safety standard provisions set forth in the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America. The WISHA regulations shall apply to all excavation, trenching and ditching operations. In case of conflict, the more stringent regulation shall apply.

Existing traffic control and street name signs which interfere with construction shall be relocated or removed by the Contractor and temporarily stored in a safe place. "STOP," "YIELD," and "ONE-WAY" signs shall be removed or relocated only upon approval of the Engineer. Existing signs shall not be removed until the Contractor has provided temporary measures sufficient to safeguard and direct traffic after the existing signs have been removed. Except as otherwise provided in the contract documents, preservation and maintenance of traffic control and street name signs shall be the sole responsibility of the Contractor.

As work progresses and as conditions permit, temporarily relocated or removed traffic and street name signs shall be reset in their permanent location by the Contractor. Signs and other traffic control devices damaged or lost by the Contractor, shall be replaced or repaired by the Contractor at no cost to the Owner. The option whether a sign can be repaired or shall be replaced shall be the Engineer's, and such decision shall be final and binding on the Contractor.

The Contractor shall maintain at the job site office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall establish, publish and make known to all employees procedures for the ensuring immediate removal to a hospital or a doctor's care, persons, including employees, who may have been injured on the job site. Employees shall not be permitted to work on the job site before

the employer has established and made known procedures for removal of injured persons to a hospital or a doctor's care.

Emergency traffic such as police, fire, and disaster units, shall be provided access at all times. In addition, the Contractor shall coordinate Contractor activities with all disposal firms and transit bus service which may be operating in the project area. Safe and convenient access to bus zones shall be provided and maintained at all times by the Contractor. The Contractor shall be liable for any damages which may result from failure to provide reasonable access or coordination.

If METRO operates in the project area, the Contractor shall maintain the project area in such a manner that transit bus service, including access to bus zones, is safe and convenient. Whenever it is necessary to modify METRO Transit Bus or Trolley Service, the Contractor shall notify the Construction Information Center, phone 684-2732, 14 days in advance.

Before beginning work on the project, the Contractor shall designate a supervisory employee to be in continuous responsible charge of traffic control, and shall provide the Engineer with a list of not more than six supervisory employees that may be called for emergency traffic control as needed during nonworking hours. The list shall include the employees' telephone numbers and the Contractor shall have at least one of these employees available at any time. The Engineer will furnish the Contractor a similar list of the Engineer's employees.

1-07.23(2) CONSTRUCTION AND MAINTENANCE OF DETOURS (New Section) (2-7-96)

1-07.23(2)A GENERAL (New Section) (2-7-96)

The Contractor shall construct, maintain in a safe condition, keep open to traffic, and remove detours that will accommodate traffic diverted from the roadway or bridge during construction. The Contractor shall construct, maintain in a safe condition, and remove detour crossings of intersecting highways and temporary approaches. A minimum of two-way traffic shall be maintained unless approved otherwise.

All on-site or off-site detours required or necessitated by the work, including side street crossings, temporary bridges over freshly placed concrete, utilization of one or more lanes of the construction area for maintenance of through traffic, and related traffic control shall be the responsibility of the Contractor.

1-07.23(2)B TRAFFIC CONTROL PLAN (New Section) (2-7-96)

The Contractor shall submit Traffic Control Plans to the Engineer ten (10) working days prior to planned implementation. The plans shall meet the requirements of Section 1-07.23. Traffic Control Plans will be reviewed by the Engineer for vehicular and pedestrian routing, signing, etc. Acceptance of the Traffic Control Plan shall be entirely at the discretion of the Engineer. The Contractor shall implement only an approved Traffic Control Plan.

The Contractor shall not begin work in the street right of way until the approved Traffic Control Plan has been received from the Engineer. Submittal requirements shall be in accordance with Section 1-05.3(1) with the exception that no more than two (2) reproductions will be required for any Plan size.

The Contractor shall submit a separate Traffic Control Plan for all locations of work within the street right of way. Typical plans may be submitted for areas with identical traffic requirements. Typical plans will be clearly labeled to indicate all locations the plan is to represent.

The Traffic Control Plan shall indicate:

1. Vehicular and pedestrian traffic routing.
2. Proposed location of flagmen, barricades, lighting, signing, and other traffic control devices.
3. Arrangements for access to buildings within and immediately adjacent to construction site.
4. Arrangements for emergency exiting from buildings within and immediately adjacent to construction site.
5. Anticipated driveway blockage resulting from construction operations.
6. Restrictions to on-street parking within immediate vicinity of site, including arrangements for hooding parking meters as necessary.
7. Arrangements for temporary passenger and commercial loading and unloading zones, and temporary bus stop zones.

8. Identification and description of temporary lateral relocations of trolley overhead wire system if necessary to maintain trolley service.
9. Routing of construction trucks.

1-07.23(2)C STREET AND LANE CLOSURE RESTRICTIONS (New Section)

The Traffic Control Plan shall be provided in accordance with the following street and lane closure restrictions:

Maintain local access.

1-07.23(2)C1 TIME OF WORK (New Section)

Except as itemized in Section 1-07.23(2)C, no work shall be scheduled in the traveled-way on arterial streets during "peak traffic hours" without written authorization from the Engineer. Unless otherwise specified "Peak Traffic Hours" are from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM.

The Contractor shall discontinue work if conflict exists with special events such as parades, sporting events, miscellaneous rallies, and large public meetings or with seasonal conditions, such as Christmas. Information concerning such events can usually be obtained from the Police Department (684-8757).

1-07.23(3) FLAGMEN, BARRICADES AND SIGNS (New Section) (2-7-96)

1-07.23(3)A GENERAL (New Section) (2-7-96)

Maintenance of pedestrian and vehicular traffic within the public right of way shall be performed in accordance with the "Manual on Uniform Traffic Control Devices for Streets and Highways" as supplemented by the current edition of the City of Seattle "Traffic Control Manual for In-Street Work" and such additional requirements as may be included in the contract documents. The Manual on Uniform Traffic Control Devices for Streets and Highways" (hereinafter referred to as the MUTCD) may be obtained from the Superintendent of Documents, U. S. Government Printing Office, Washington, D.C. 20402. The City of Seattle "Traffic Control Manual for In-Street Work" (hereinafter referred to as the "Seattle Traffic Control Manual") may be obtained from the office of the Seattle Traffic Engineer, telephone 684-5087.

The Contractor may submit alternate proposals to those for traffic control and detours required by the MUTCD or contract documents which the Contractor believes will safely and adequately maintain vehicular and pedestrian traffic. Such alternate proposals shall be in writing and submitted to the Engineer at least 5 days in advance of their intended use. The acceptance of any proposal shall be entirely at the discretion of the Engineer and the Contractor shall have no claim by reason of a proposal being rejected or modified, nor shall there be any additional payment by reason of using such a substitute proposal.

When the signing of a particular area will be provided as detailed on one or more of the figures included in the Seattle Traffic Control Manual or the MUTCD without modification, the Contractor may reference the applicable figure, shown in the manual, at the appropriate location on the Drawings. When this procedure is used, variable distances such as minimum length of taper shall be specified by the Contractor. The spacing proposed for barricades and cones shall also be specified.

When the Contractor's proposed signing requires modification of the figures shown in the Seattle Traffic Control Manual or the MUTCD, or requires development of a special plan, the Contractor shall provide a complete detailed plan for approval by the Engineer.

Requests to use non-standard traffic control devices shall be submitted in writing to the Engineer at least 5 days in advance of their intended use. The acceptance of all requests shall be entirely at the discretion of the Engineer and the Contractor shall have no claim for delays or additional cost by reason by such requests being rejected or modified.

The Contractor, at The Contractor's own expense, shall provide flaggers, signs, and other devices not otherwise specified as being furnished by the Owner, and shall erect and maintain all barricades, guards, standard construction signs, warning signs, and detour signs as are necessary to warn and protect the public at all times from injury or damage as a result of the Contractor's operations which may occur on highways, roads, or streets. No work shall be done on or adjacent to the roadway until all necessary signs and traffic control devices are in place. The Contractor and the Contractor's Surety shall be liable for injuries and damages to persons and property suffered by reason of the Contractor's operations or any negligence in connection therewith.

All construction projects in street areas will be inspected with regard to type and placement of pedestrian and vehicular traffic control devices. Traffic control devices not in accordance with the Seattle Traffic Control Manual will be considered non-standard by the Engineer and shall not be used unless the non-standard traffic control device has been specifically approved for use in writing by the Engineer.

Only uniformed off-duty police officers shall be used to override or provide traffic control at signalized intersections, if the signal or beacon is made inoperative by or at the request of the Contractor, or if the Engineer determines it is necessary for traffic control.

Where parking is a hazard to through traffic or to the construction work, parking may be restricted either entirely or during the time when it creates a hazard. Approved signs for restricting parking shall be provided, placed and maintained by the Contractor. The placement of signs restricting parking shall be as approved by the Engineer.

When all or some of the necessary signs or traffic control devices are to be furnished by the Owner, it will be so specified in the contract documents. All temporary signs shall be erected on posts or temporary supports and maintained by the Contractor in a neat and presentable condition until the Engineer approves their removal.

The Contractor shall patrol at least daily the traffic control area and reset all disturbed signs and traffic control devices immediately. All nonapplicable signs shall be removed or covered during periods not needed. All control signs necessary for nighttime traffic control shall be fully reflectorized.

Upon failure or refusal of the Contractor to provide adequate flaggers or provide, erect, maintain, and remove, as applicable, barricades, signs and lights, on-site or off-site detours, or provide any other work as required by Section 1-07.23 or upon the Engineer's order to do so, the Engineer shall have the option to do one or any combination of the following:

- (1) suspend all work without further notice to the Contractor or the Contractor's Surety until the Contractor complies with the Engineer's order;
- (2) immediately provide uniformed police officer; or
- (3) provide, erect, maintain and remove barricades, signs and lights at the Contractor's expense by Owner forces or others and
- (4) deduct all costs related to items (1), (2), or (3) from any payments due or coming due the Contractor.

The above options shall not bar the Owner from exercising other remedies as a result of the Contractor's failure or refusal to comply with a contractual obligation.

When paint lines are obliterated due to construction activities or pavement restoration, temporary pressure-sensitive pavement marking tape, traffic buttons, or delineators shall be installed where designated by the Engineer. These temporary features shall be removed only upon installation of permanent traffic channelization.

1-07.23(3)B HIGH VISIBILITY APPAREL (New Section) (2-7-96)

The Contractor shall furnish for the use of flaggers reflective vests and other equipment for the flagging and control of traffic. This equipment shall be used by the flaggers while actually flagging traffic. Any such equipment used which is necessary or desirable for the Contractor's personnel engaged in other activities shall also be provided.

The Contractor shall require all personnel at the work site under their control (including subcontractors and lower tier subcontractors) to comply with the following:

1. To wear reflective vests, except that during daylight hours, orange clothing equivalent to "Ten Mile Cloth" or hunter orange may be worn in lieu of reflective vests,
2. To wear white coveralls at night,
3. Whenever rain gear is worn during hours of darkness, it shall be white or yellow, and
4. The reflective vests shall always be the outermost garment.

Exceptions to these requirements are: (1) when personnel are out of view of and not exposed to traffic, (2) when personnel are inside a vehicle, or (3) where it is obvious that such apparel is not needed for the employees safety from traffic.

Reflective vests shall have a minimum of 100 square inches of reflective surface distributed 30 percent on the front and 70 percent on the back. The retroreflection value at an entrance angle of -4 degrees and an observation angle of 0.2 degrees shall be a minimum 500 candle power for the reflective surface of the vest.

Reflective vests, hard hats, white coveralls, rain gear, and other apparel shall be furnished and maintained in a neat, clean, and presentable condition at no expense to the Owner.

1-07.23(4) MEASUREMENT (New Section) (2-7-96)

Measurements will not be taken for work required in this section.

1-07.23(5) PAYMENT (New Section) (2-7-96)

The cost of all labor, equipment and material necessary to fulfill the requirements of this section shall be included in the various unit bid items included in the Bid Form. No separate payment will be made.

1-07.25 OPENING OF SECTIONS TO TRAFFIC (3-18-93)

In the first sentence of paragraph 1 and 2, change the terms "before/prior to completion of the entire Work" to read "before the Physical Completion Date".

1-07.27 NO WAIVER OF OWNER'S LEGAL RIGHTS (2-4-94)

In the first sentence of paragraph 1, change the term "before or after the completion and acceptance of the work" to read "before or after the Completion Date".

In the third sentence of paragraph 1, change the word "acceptance" to read "establishment of the Completion Date".

1-07.28 NOTIFICATIONS RELATIVE TO CONTRACTOR'S ACTIVITIES (12-31-96)

In paragraph four, Item (1)(a), revise the notification phone number for the Seattle Fire Department to read: *386-1495.*

In paragraph 4, Item(2)(a), delete and replace with the following:

(a) Within Seattle City Limits: The Contractor shall notify the Fire Department (386-1495) and Seattle Public Utilities (386-1800) 24 hours in advance of impending water service interruptions or if hydrant is shut off or blocked. Additionally, the Fire Department must be notified of the location of new, relocated, or eliminated hydrants resulting from this work.

SECTION 1-08 PROSECUTION AND PROGRESS

1-08.1 PRELIMINARY MATTERS (5-8-97)

Supplement this section with the following:

The Engineer will issue to the Contractor, without charge, the following number of Contract Documents:

- | | |
|---|---------|
| (a) Full-size Drawings (22-inch x 36-inch | 2 Sets |
| (b) Reduced Drawings (11-inch x 18-inch) | 10 Sets |
| (c) Project Manual | 10 Sets |

The Contractor may purchase from the Engineer additional copies of Drawings and Project Manuals by submitting a request in writing to the Engineer stating the type and number of each document. The Contractor will be charged reproduction and binding costs for each document requested based upon the following:

- | | |
|---------------------|--------------------------------------|
| (a) Project Manuals | 0.05 per page |
| (b) Drawings | Current rate (per square foot basis) |

These charges will be deducted from monies due or to become due the Contractor on Monthly Estimates. The Contractor may also purchase Drawings directly from the:

Records Vault Counter
Seattle Public Utilities,
Room 801, Municipal Building,
600 4th Avenue, Seattle, WA
98104-1709.

Payment shall be made by cash or check only. Checks shall be made payable to the City of Seattle.

1-08.1(1) SUBCONTRACTING (5-12-99) [1]

Delete this section and replace with the following:

The Contractor shall perform work amounting to not less than 40% of the Awarded Contract Price with the Contractor's own organization under the Contractor's immediate supervision except that items designated in the Contract Documents as specialty items may be performed by subcontract. The cost of any specialty items so performed by subcontract may be deducted from the Awarded Contract Price before computing the amount of work required to be performed by the Contractor's own organization.

Work shall not be subcontracted, regardless of tier, without written consent of the Engineer. A request to subcontract shall be made on the "Subcontractor Approval Application Form" provided by the Engineer. If requested by the Engineer the Contractor shall provide substantiation that the proposed subcontractors are experienced and equipped to do the Work. Consent to subcontract will not be given unless the Engineer is satisfied with the proposed subcontractor's prior performance, equipment, experience, and ability to perform the Work. Consent to subcontract any portion of the Work shall not relieve the Contractor of responsibility for performance of the Work.

Subcontracting shall create no contract between the Owner and the subcontractor nor shall the subcontractor have any rights against the Owner by reason of its subcontract with the Contractor. The Contractor shall be responsible for all work and materials furnished and no subcontract shall in any case release the Contractor of the Contractor's obligations or liability under the terms of the Contract Documents or the Contractor's bond. A list of all work to be subcontracted and the names of all proposed first tier subcontractors shall be submitted to the Engineer at the Preconstruction Meeting. A Contractor wishing to substitute subcontractors during the progress of the work shall submit the request to the Engineer for approval.

The Contractor shall submit to the Engineer, with any request for first tier subcontractor approval, subcontractor approval forms for each contracting firm that will act as a second or lower tier subcontractor for any tier subcontractor. Such second or lower tier subcontractors, collectively, shall not perform work involving over 25 percent of the total subcontracted amount being handled by the subcontractor involved. Other than the 25 percent limitation, the second or lower tier subcontractor shall be subject to the same requirements as first tier subcontractors. The 25 percent limitation on the Work which may be performed by second or lower tier subcontractors shall not apply to such activities as may be specifically excluded in the Project Manual. Each subcontract shall contain a provision which requires the subcontractor to comply with RCW 39.12 and furnish all certificates, statements, and submittals required by the Contract Documents.

The purchase of sand, gravel, crushed stone, crushed slag, batched concrete aggregates, ready mixed concrete, fabricated structural steel, or any other materials produced and furnished from established recognized commercial plants together with the delivery of these materials to the site of the Work by means of vehicles owned or operated by such plants or by recognized commercial hauling companies shall not be construed as subcontracting under these provisions. Such purchase shall be considered as being purchased from materialmen.

When a portion of the Work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the Engineer, the subcontractor shall be removed and replaced immediately upon the Engineer's written order, and shall not again be employed on the work unless the Contractor makes protest, and the Contractor's protest is upheld by the Owner.

If the Engineer determines that any subcontractor is performing services in an unsatisfactory manner or is not completing the Work in accordance with the requirements of the Contract Documents or is otherwise undesirable or unacceptable, the Engineer will by written notice so notify the Contractor. The Contractor shall

then take immediate steps to terminate such subcontractor. Subletting by subcontractors will be subject to the same regulations.

By no later than 30 days after the Physical Completion Date, the Contractor shall submit to the Owner a completed Final Contract Payments Reporting Form, listing the name of and dollar amount paid to each subcontractor and supplier utilized by the Contractor on the Project, as well as the dollar amount paid to the Contractor. A sample of the form is included in the Sample Forms section of the Project Manual. The Owner will not establish the Completion Date until the completed Final Contract Payments Reporting Form has been received.

1-08.1(2) HOURS OF WORK (1-9-92)

Delete sentence 1 of paragraph 1 and replace with the following:

Except in case of emergency or unless otherwise approved by the Engineer the normal hours of work shall be between 6:00 a.m. and 7:00 p.m. on any working day and shall consist of 8 hours exclusive of a lunch period of not more than one hour.

Delete sentence 1 of paragraph 5 and replace with the following:

Requests to perform work on holidays, Sundays, or before 6:00 a.m. or after 7:00 p.m. on any day requires approval of the Engineer.

1-08.3 PROGRESS SCHEDULE (3-18-93)

Delete this section and replace with the following subsections 1-08.3(1) and 1-08.3(2):

1-08.3(1) GENERAL (New Section) (3-18-93)

The Contractor shall submit a progress schedule to the Engineer for approval within 14 days after receipt of the Notice to Proceed.

The Engineer allocates its resources to a contract based on the total time allowed in the contract. The Engineer will accept a progress schedule indicating an early Physical Completion Date but cannot guarantee Engineering resources will be available to meet the accelerated schedule. No additional compensation will be allowed if the Contractor is not able to meet their accelerated schedule due to the unavailability of Engineering resources or for other reasons beyond the Engineer's control.

The project schedule and any supplemental schedule shall show: (1) completion of all work within the specified contract time, (2) the proposed order of work, and (3) projected starting and completion times for major phases of the work and for the total project. If the contract requires, the schedule shall be developed by the critical path method or a similar method. The Contractor shall provide sufficient material, equipment and labor to meet the completion times in this schedule.

As the work proceeds, the Contractor shall submit supplemental progress schedules. These shall reflect any changes in the proposed order of the work, any construction delays, or other conditions that may affect the progress of the work.

The original and all supplemental progress schedules shall not conflict with any time and order-of-work requirement in the contract.

The Owner will make no payment under this contract until a progress schedule has been submitted and approved. If the Engineer deems that the original and any necessary supplemental progress schedule is not satisfactory, the Owner may withhold progress payments until a satisfactory schedule has been submitted by the Contractor and approved by the Engineer.

The project progress schedule shall be maintained by the Contractor during the life of the project so that an accurate indication of project progress is available. The Contractor shall furnish, at the Engineer's request, copies of the current progress schedule at any time during the life of the project.

The Engineer's approval of any schedule shall not transfer any of the Contractor's responsibilities to the Owner. The Contractor alone shall remain responsible for adjusting forces, equipment, and work schedules to ensure completion of the work within the time(s) specified in the contract.

1-08.3(2) REQUIRED CONTRACTOR SUBMITTALS (New Section) (3-18-89)

Required submittals include, but are not limited to, the following:

1. A method of removal and/or demolition plan and schedule.
2. Copies of permits required.
3. Traffic rerouting plan, schedule, and safeguards to be used.
4. Materials catalog-cuts.
5. Sources of materials.
6. Submittal Control Document.
7. Critical Path Schedule.

Submittals shall be forwarded to the Engineer for review and approval or rejection within 14 days after the receipt of the Notice to Proceed. No monthly estimates will be processed until the above submittals are received and approved.

1-08.5 TIME FOR COMPLETION (3-7-94)

Delete this section and replace with the following:

The Work shall be physically completed in its entirety within the time specified in the Contract Documents or as extended by the Engineer. The Contract Time will be stated in "working days", shall begin on the Notice To Proceed Date, and shall end on the Contract Completion Date.

The Contract Time has been established to allow for periods of normal inclement weather, which from historical records, is to be expected during the Contract Time, and during which periods, work is anticipated to be performed. Each successive working day, beginning with the Notice to Proceed Date and ending with the Physical Completion Date, shall be charged to the Contract Time as it occurs except a day or part of a day which is designated a nonworking day or an Engineer determined unworkable day.

The Engineer will furnish the Contractor a weekly report showing (1) the number of working days charged against the Contract Time for the preceding week; (2) the Contract Time in working days; (3) the number of working days remaining in the Contract Time; (4) the revised Contract Completion Date; and the number of nonworking days, and (5) any partial or whole days the Engineer declared unworkable the previous week. This weekly report will be correlated with the Contractor's current approved progress schedule. The Contractor will be allowed 10 calendar days from the date of each report in which to file a written protest of an alleged discrepancy in the Contract Time as reported. Otherwise, the report will be deemed to have been accepted by the Contractor as correct.

Upon physical completion of the Work, the Engineer will advise the Contractor and the Owner in writing of the Physical Completion Date for all the work the Contract requires. This date shall constitute the Physical Completion Date but shall not imply acceptance of the work or the Contract.

The Owner will give the Contractor Written Notice of the Completion Date of the Contract after all the Contractor's obligations under the Contract have been performed by the Contractor. The following must occur before the Completion Date can be established:

1. The physical work on the project must be complete.
2. The Contractor must furnish all documentation required by the Contract and required by law, necessary to allow the Owner to process acceptance of the Work.

1-08.6 SUSPENSION OF WORK (2-21-90)

Supplement this section with the following:

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control or and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. No contract adjustment will be allowed unless

the Contractor has submitted the request for adjustment within the time prescribed. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract. The Engineer will notify the Contractor of the Engineer's determination whether or not an adjustment of the contract is warranted. Any disagreement with the Engineer's determination shall be pursued as provided in Section 1-04.5.

If the Engineer has not provided the Contractor with a written order to suspend or delay the work and if the performance of the work is suspended, delayed, or interrupted for an unreasonable period of time that the Contractor believes to be the responsibility of the Owner, the Contractor shall immediately submit a written notice of protest to the Engineer as provided in Section 1-04.5. If the Engineer agrees an adjustment is warranted considering all evaluation criteria stated above, the Engineer will make an adjustment (excluding profit) and modify the contract accordingly. However, no adjustment shall be allowed for any costs incurred more than 10 calendar days before the date the Engineer receives the Contractor's written notice of protest.

No contract adjustment will be allowed unless all or any part of the work is suspended, delayed, or interrupted for an unreasonable period of time by an act of the Owner in the administration of the contract, or by failure to act within the time specified in the contract (or if no time is specified, within a reasonable time).

Extensions of time will be evaluated in accordance with Section 1-08.8.

1-08.8(1) GENERAL (12-31-96)

In the first sentence paragraph two amend "Acceptance Date" to read "Physical Completion Date".

Delete the fifth paragraph beginning "The Contractor's request...".

1-08.9 LIQUIDATED DAMAGES (3-7-94) [1]

Delete this section and replace with the following:

Time is of the essence of the Contract. Delays inconvenience the public and add time needed for administration, engineering, inspection and supervision.

Because it is impractical to calculate the actual cost of delays, liquidated damages have been adopted to provide compensation for damages resulting from failure to complete the Contract on time.

The Contractor shall:

1. Pay damages for delay for overruns in the Contract Time as set forth below; and
2. Authorize the Engineer to deduct these damages from any money due or coming due to the Contractor.

For overruns in Contract Time occurring before the Substantial Completion Date, the liquidated damages set forth in Section 4 of the Form of Agreement will apply. For overruns in Contract Time occurring after the Substantial Completion Date, damages will be assessed on the basis of direct engineering and related costs assignable to the project from, and including, the Substantial Completion Date to, and including, the Physical Completion Date. The Substantial Completion Date, Final Inspection Date, and Physical Completion Date will be established pursuant to the requirements of Section 1-05.11. The Completion Date will be established pursuant to the requirements of Section 1-05.12

Damages for delay will not be assessed for any days for which an extension of time is granted. No deduction or payment of such damages for delay will, in any degree, release the Contractor from further obligations and liabilities to complete the entire Contract obligations within the Contract Time.

1-08.10 TERMINATION OF CONTRACT (2-4-94)

Delete this section in its entirety and replace with the following:

1-08.10(1) TERMINATION FOR DEFAULT (2-4-94)

The Owner may terminate the Contract upon the occurrence of any one or more of the following events:

1. If the Contractor fails to supply sufficient skilled workers or suitable materials or equipment.
2. If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the Contract Time.
3. If the Contractor is adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to take advantage of any debtor's act or to

reorganize under the bankruptcy or similar laws concerning the Contractor, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract within 15-days of receipt of a request for assurance from the Engineer.

4. If the Contractor disregards laws, ordinances, rules, codes, regulations, orders or similar requirements of any public entity having jurisdiction.
5. If the Contractor disregards the authority of the Engineer.
6. If the Contractor performs work which deviates from the Contract, and neglects or refuses to correct rejected work.
7. If the Contractor otherwise violates in any material way any provisions or requirements of the Contract.

Once the Owner determines that sufficient cause exists to terminate the Contract, written notice shall be given to the Contractor and its Surety indicating that the Contractor is in breach of the Contract and that the Contractor is to remedy the breach within 15- days after the notice is sent. In case of an emergency such as potential damage to life or property, the response time to remedy the breach after the notice may be shortened. If the remedy does not take place to the satisfaction of the Engineer, the Engineer by serving written notice to the Contractor and Surety, may either:

1. Transfer the performance of the work from the Contractor to the Surety.
2. Terminate the Contract and at the Engineer's option prosecute it to completion by Contract or by other means. Any extra costs or damages to the Owner shall be deducted from any money due or coming due to the Contractor under the Contract.

If the Owner elects to pursue one remedy, it will not bar the Owner from pursuing other remedies on the same or subsequent breaches.

Upon receipt of a notice that the work is being transferred to the Surety, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances for the purpose of completing the Work pursuant to the Contract Documents and employ by Contract or otherwise any person or persons satisfactory to the Engineer to finish the Work and provide the materials without termination of the Contract. Such employment shall not relieve the Surety of its obligations under the Contract and the Bond. If there is a transfer to the Surety, payments on estimates covering the Work subsequent to the transfer shall be made to the extent permitted under law to the Surety or its agent without any right of the Contractor to make any claim.

If the Owner terminates the Contract or provides such sufficiency of labor or materials as required to complete the work, the Contractor shall not be entitled to receive any further payments on the Work until the Work has been fully performed. The Contractor shall bear all extra expenses incurred by the Owner in completing the work, including all increased costs for completing the Work, and all damages sustained, or which may be sustained, by the Owner by reason of such refusal, neglect, failure, or discontinuance of work by the Contractor. If liquidated damages are provided in the Contract, the Contractor shall be liable for such damages until such reasonable time as may be required to establish the Physical Completion Date. After all the work encompassed by the Contract has been completed, the Engineer will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the Owner to the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and the Surety shall be jointly and severally liable to the Owner and shall pay the difference to the Owner on demand.

In exercising the Engineer's right to prosecute the work to physical completion, the Engineer shall have the right to exercise sole discretion as to the manner, method, and reasonableness of the costs of completing the work. In the event that the Owner takes bids for remedial work or physical completion of the project, the Contractor shall not be eligible for the award of such Contracts.

In the event the Contract is terminated, the termination shall not affect any rights of the Owner against the Contractor. The rights and remedies of the Owner under the Termination Clause are in addition to any other rights and remedies provided by law or under this Contract. Any retention or payment of monies to the Contractor by the Owner will not release the Contractor from liability.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Section 1-08.10(2). This shall include termination for default because of failure to prosecute the work, and the delay was found to be excusable under the provisions of Section 1-08.8.

1-08.10(2) TERMINATION FOR PUBLIC CONVENIENCE (2-4-94)

The Owner may terminate the Contract in whole, or from time to time in part, whenever:

1. The Contractor is prevented from proceeding with the Work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
2. The Contractor is prevented from proceeding with the Work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such restraining order is primarily caused by acts or omissions of persons or agencies other than the Contractor; or
3. The Owner determines that such determination is in the best interests of the public.

1-08.10(3) PAYMENT FOR TERMINATION FOR PUBLIC CONVENIENCE (2-4-94)

Whenever the Contract is terminated in accordance with this Section 1-08.10(2), payment will be made for actual work performed at unit Contract prices for completed items of work. An equitable adjustment for partially completed articles of work and disposal of materials will be made as provided in Section 1-09.5.

1-08.10(4) ARBITRATION OF DISPUTES (2-4-94)

After receipt of a Notice of Termination of Contract for Public Convenience the Contractor shall submit to the Engineer a termination claim in sufficient detail to enable the Engineer to ascertain the basis and amount of the claim. The claim shall provide the minimum detailed information required by Section 1-04.5(3). The claim shall be submitted promptly but in no event later than 60-days from the effective date of termination. The Contractor shall pursue resolution of the claim through the established administrative channels of the Engineer. The Contractor agrees to make business and office records available to the extent necessary for the Engineer to verify the Contractor's claim and to determine the amount of entitlement. If the Contractor considers the determination of the Engineer to be unacceptable the Contractor may file written Notice of Protest pursuant to Section 1-04.5.. The written Notice of Protest shall state in clear detail the basis of the Contractor's objection. Pursuant to Section 1-05.1 the decision of the Engineer shall be final.

1-08.10(5) RESPONSIBILITY OF THE CONTRACTOR AND SURETY (2-4-94)

Termination of the Contract shall not relieve the:

1. Contractor of any responsibilities under the Contract for work performed.
2. Surety or Sureties of obligations under the Contract Bond, and Retainage Bond if applicable, for work performed.

1-08.10(6) TERMINATION BEFORE COMPLETION (2-4-94)

Pursuant to RCW 60.28.011(7), if after a substantial portion of the Work has been completed, an unreasonable delay will occur in the completion of the remaining portion of the Contract for any reason not the result of a breach thereof, the Owner may, if the Contractor agrees, delete from the Contract the remaining work and accept as final the improvement at the stage of completion then attained and make payment in proportion to the amount of the Work accomplished and in such case any amounts retained and accumulated under this section shall be held for the statutory period of 60-days following the establishment of the Completion Date. In the event that the Work shall have been terminated before final completion as provided in this section, the Owner may thereafter enter into a new Contract with the same Contractor to perform the remaining Work or improvement for an amount equal to or less than the cost of the remaining Work as was provided for in the original Contract without advertisement or bid.

1-08.10(7) TERMINATION FOR DELAYS DUE TO LITIGATION (2-4-94)

Pursuant to RCW 60.28.080, if the delay caused by litigation exceeds six months, the Contractor may then elect to terminate the Contract and to delete the completion of the Contract and receive payment in proportion to the amount of the work completed plus the cost of the delay. Amounts retained and accumulated under RCW 60.28.011 shall be held for a period of 60-days following the election of the Contractor to terminate.

SECTION 1-09 MEASUREMENT AND PAYMENT

1-09.3(3) ADJUSTMENTS (6-1-93)

Delete this title and section.

1-09.4 PAYMENT FOR CHANGES (3-18-93)

Delete this section in its entirety including its title and replace with the following:

1-09.4 EQUITABLE ADJUSTMENT FOR CHANGES (3-18-93)

1-09.4(1) IN CONTRACT WORK (New Section) (3-18-93)

Payment for extra work pursuant to a Change Order (other than deleted work) shall be determined in one or more of the following ways:

1. If the parties are able to agree, the price will be determined by using:
 - a. Unit prices or
 - b. Other agreed upon prices;
2. If the parties can not agree, the price will be determined by the Engineer using:
 - a. Unit prices or
 - b. Other means to establish costs.

The following limitations shall apply in determining the amount of the equitable adjustment:

1. The equipment rates shall be actual cost but shall not exceed the rates set forth in the AGC/WSDOT Equipment Rental Agreement in effect at the time the work is performed as referred to in Section 1-09.6 and
2. No claim for loss of consequential damages of any kind or loss of anticipated profits on deleted or uncompleted work will be allowed.

Payment for work pursuant to a Change Order (other than deleted work) shall be full compensation for any such change. The Contractor accepts all requirements of a Change Order by:

1. endorsing it,
2. writing a separate acceptance, or
3. not protesting as Section 1-04.5 provides.

A Change Order that is not protested shall be full payment and final settlement of all claims for Contract Time and for direct, indirect, and consequential costs, including costs of delays, related to the overall project or to any other work either covered or affected by the Change Order.

1-09.4(2) CHANGES IN LAW OR TAXES (New Section) (3-18-93)

Adjustments in the amount to be paid by the Engineer under the terms and conditions of the Contract will not be made as a result of any change in laws, ordinances or regulations except as specifically provided by the following:

1. **Changes in Laws:** The Engineer will not adjust payment to compensate the Contractor for changes in legal requirements unless those changes are specifically within the scope of RCW 39.04.120. For changes under RCW 39.04.120 the Owner will compensate the Contractor by negotiated Change Order or by force account.

2. **Changes in Taxes:** The Engineer will adjust payment to compensate for tax changes under the following conditions:
- a. the changes involve Federal or State taxes on materials used in or consumed for the Work;
 - b. the changes increase Contractor-paid taxes by more than \$100;
 - c. for items in the original Contract, the tax change must occur after the Bid opening date;
 - d. for negotiated contracts or items in a supplemental agreement the tax change must take place after the execution date of the Contract or agreement;
 - e. the Contractor if requested by the Engineer certifies in writing that the Awarded Contract Price does not include an extra amount to cover a possible change in taxes; and
 - f. the Contractor permits the Engineer to audit the Contractor's records to the extent necessary to substantiate any claim for compensation under the provisions of this section.

Within the above conditions the Engineer will adjust compensation by the actual dollar amounts of increase caused by the tax changes.

1-09.5 DELETED OR TERMINATED WORK (3-18-93)

Delete this section and replace with the following:

The Engineer may delete work by change order as provided in Section 1-04.4 or may terminate the Contract in whole or part as provided in Section 1-08.10. When the Contract is terminated in part, the partial termination shall be treated as a deletion change order for payment purposes under this section.

Payment for completed items will be at unit Contract prices.

When any item is deleted in whole or in part by change order or when the Contract is terminated in whole or in part, payment for deleted or terminated work will be made as follows:

1. Payment will be made for the actual number of units of work completed at the unit Contract prices unless the Engineer determines the unit prices are inappropriate for the work actually performed. When that determination is made by the Engineer, payment for work performed will be as mutually agreed. If the parties cannot agree the Engineer will determine the amount of the equitable adjustment in accordance with Section 1-09.4;
2. Payment for partially completed lump sum items will be as mutually agreed. If the parties cannot agree, the Engineer will determine the amount of the equitable adjustment in accordance with Section 1-09.4;
3. To the extent not paid for by the Contract prices for the completed units of work, the Owner will pay as part of the equitable adjustment those direct costs necessarily and actually incurred by the Contractor in anticipation of performing the work that has been deleted or terminated;
4. The total payment for any one item in the case of a deletion or partial termination shall not exceed the bid price as modified by approved change orders less the estimated cost (including overhead and profit) to complete the work and less any amount paid to the Contractor for the item;
5. The total payment where the Contract is terminated in its entirety shall not exceed the total Contract price as modified by approved change orders less those amounts paid to the Contractor before the effective date of the termination; and
6. No claim for damages of any kind or for loss of anticipated profits on deleted or terminated work will be allowed because of the termination or change order.

Contract Time shall be adjusted as the parties agree. If the parties cannot agree, the Engineer will determine the equitable adjustment for Contract Time.

Acceptable materials ordered by the Contractor prior to the date the work was terminated as provided in Section 1-08.10(2) or deleted as provided in Section 1-04.4 by the Engineer, will either be purchased from the Contractor by the Engineer at the actual cost and shall become the property of the Engineer, or the Engineer will reimburse the Contractor for the actual costs connected with returning these materials to the suppliers.

1-09.6 FORCE ACCOUNT (3-18-93)

In all subsections of 1-09.6 change the term "Owner" to read "Engineer".

1-09.6(1) GENERAL (3-7-94)

Delete the last paragraph and replace with the following:

The Contractor's cost records pertaining to Force Account work shall be open to inspection, subject to retainage periods, and audit requirements of Section 1-09.12.

1-09.7 PAYMENT FOR MOBILIZATION (3-18-93)

Amend item 3 in paragraph 2 to read:

3. When the Physical Completion Date has been established for the project, payment of any amount Bid for mobilization in excess of 10% of the Awarded Contract Price will be paid.

Supplement this section with the following:

On projects having Bid Items subject to both State Sales Tax Rule 171 and another State Sales Tax Rule which requires the retail sales tax be collected on the full price of the work not just the material costs (Example: State Sales Tax Rule 170), the amount of Mobilization to be taxed according to each rule shall be determined by the percentage of the total cost associated to each rule versus the Awarded Contract Price.

1-09.9(1) PROGRESS PAYMENTS (2-4-94)

In the first sentence of paragraph three amend the word "Acceptance" to read :Completion Date".

Delete the last sentence of paragraph three and replace with the following:

The progress estimates are subject to change at any time prior to the calculation of the final payment.

1-09.9(2) RETAINAGE (12-12-97)

Delete this section and replace with the following:

Pursuant to RCW 60.28 there will be reserved and retained from monies earned by the Contractor on progress estimates a sum not to exceed five percent (5%) of the monies earned by the Contractor. Such retainage shall be used as a trust fund for the protection and payment of:

1. The claims of any person arising under the Contract.
2. The State with respect to taxes imposed pursuant to Title 82 RCW which may be due from such Contractor.

Monies reserved under provisions of RCW 60.28 shall, at the option of the Contractor, be:

1. Retained in a non-interest bearing fund by the Owner.
2. Deposited by the Owner in an interest bearing account in a bank, mutual savings bank, or savings and loan association. Interest on moneys reserved by the Owner under the provisions of a public improvement contract shall be paid to the Contractor.
3. Placed in escrow with a bank or trust company by the Owner. When the monies reserved are to be placed in escrow the Owner will issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the Owner and the bonds and securities held in escrow. Interest on the bonds and securities may be paid to the Contractor as the interest accrues.

Retainage will not be reduced for any reason below the minimum limit provided by law.

The Contractor shall designate the option desired on the Form of Agreement at the time the Contractor executes the Contract with the Owner. The option selected shall be considered part of the Contract. The

Contractor in choosing option (2) or (3) agrees to assume full responsibility to pay all costs which may accrue from escrow services, brokerage charges or both, and further agrees to assume all risks in connection with the investment of the retained percentages in securities.

Release of retained percentage will be made 60-days following the Completion Date pursuant to the provisions of RCW 39.12, and RCW 60.28 provided the following conditions are met:

1. On Contracts totalling more than \$20,000, a release has been obtained from the Washington State Department of Revenue (RCW 60.28.051).
2. No claims, as provided by law, have been filed against the retained percentage (RCW 60.28.021).
3. Affidavit of Wages Paid is on file with PWCC for the Contractor, each subcontractor regardless of tier, and for any other individual or firm covered under RCW 39.12 (or WAC 296-127-010) that provided work and materials for completion of the contract.

In the event claims are filed the Contractor will be paid such retained percentage less an amount sufficient to pay any such claims together with a sum determined by the Engineer sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.

Pursuant to Sections 1-07.9(5) and 1-07.10 the Contractor is responsible for submitting to the State L&I a "Request for Release" form in order for the Owner to obtain a release from that department with respect to the payments of industrial insurance medical aid premiums. The Owner will ensure the Washington State Employment Security Department and City of Seattle Finance Division of the Executive Services Department are notified of Contract completion in order to obtain releases from those departments.

1-09.9(3) OWNER'S RIGHT TO WITHHOLD AND DISBURSE CERTAIN AMOUNTS (12-7-98)

Delete subparagraph (7) from the first paragraph and replace with the following:

Failure to submit weekly payrolls within the time required by WAC 296-127-320, and when requested by the Owner or Engineer, or correct underpayments to Contractor or Subcontractor employees.

1-09.9(4) FINAL PAYMENT (5-12-99) [1]

Delete this section and replace with the following:

Upon establishment of the Completion Date by the Owner, the final amount to be paid the Contractor will be calculated based upon a Final Progress Estimate made by the Engineer. Acceptance by the Contractor of the Final Payment shall be and shall operate as a release:

1. to the Owner of all claims and all liabilities of the Contractor, other than claims in stated amounts as may be specifically excepted in writing by the Contractor;
2. for all things done or furnished in connection with the Work;
3. for every act and neglect by the Owner; and
4. for all other claims and liability relating to or arising out of the Work.

A payment (monthly, final, retainage, or otherwise) shall not release the Contractor or the Contractor's Surety from any obligation required under the terms of the Contract Documents or the Contract Bond; nor shall such payment preclude the Owner from recovering damages, setting penalties, or obtaining such other remedies as may be permitted by law.

Before the establishment of the Completion Date by the Owner, the Contractor shall satisfy the final contract payments reporting requirements of Section 1-08.1(1).

1-09.10 VACANT (New Section) (3-18-93)

1-09.11 VACANT (New Section) (3-18-93)

1-09.12 AUDITS (New Section) (2-28-94)

1-09.12(1) GENERAL (New Section) (2-28-94)

The Contractor's wage, payroll, and cost records on this Contract shall be open to inspection or audit by representatives of the City during the life of the Contract and for a period of not less than three years after the Completion Date. The Contractor shall retain these records for that period. The Contractor shall also guarantee that the wage, payroll, and cost records of all subcontractors and all agents to the subcontractors shall be retained and open to similar inspection or audit for the same period of time.

The audit may be performed by employees of the City or by an auditor under Contract with the Owner. The Contractor, subcontractors, or agents to the subcontractors shall provide adequate facilities, acceptable to the Owner, for the audit during normal business hours. The Contractor, subcontractors, or agents to the subcontractors shall make a good faith effort to cooperate with the auditors.

If an audit is to be commenced more than 60 days after the Completion Date, the Contractor will be given 20 days notice of the time when the audit is to begin. If any litigation, claim, or audit arising out of, in connection with, or related to this Contract is initiated, the wage, payroll, and cost records shall be retained until such litigation, claim, or audit involving the records is completed.

1-09.12(2) CLAIMS (New Section) (2-28-94)

All claims filed against the Engineer shall be subject to audit at any time following the filing of the claim. Failure of the Contractor, subcontractors, or agents to the subcontractors to maintain and retain sufficient records to allow the auditors to verify all or a portion of the claim or to permit the auditor access to the books and records of the Contractor, subcontractors, or agents to the subcontractors shall constitute a waiver of a claim and shall bar any recovery thereunder.

1-09.12(3) REQUIRED DOCUMENTS FOR AUDITS (New Section) (2-28-94)

As a minimum, the auditors shall have available to them the following documents:

1. Daily time sheets and supervisor's daily reports.
2. Union agreements.
3. Insurance, welfare, and benefits records.
4. Payroll registers.
5. Earnings records.
6. Payroll tax forms.
7. Material invoices and requisitions.
8. Material cost distribution worksheet.
9. Equipment records (list of company equipment, rates, etc.).
10. Vendors, rental agencies, subcontractors, and agents invoices.
11. Subcontractor agreements and payment certificates including those of 2nd and lower tier subcontractors when applicable).
12. Canceled checks (payroll and vendors).
13. Job cost report.
14. Job payroll ledger.
15. General ledger.
16. Cash disbursements journal.
17. Financial statements for all years reflecting the operations on this Contract. In addition, City auditors may require, if it deems appropriate, additional financial statements for 3 years preceding execution of the Contract and 3 years following the Completion Date of the Contract.
18. Depreciation records on all company equipment, whether these records are maintained by the company involved or by its accountant, or by others.
19. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim.
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including but not limited to labor, benefits and insurance; materials, equipment, subcontractors; all

documents which establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals; and home office overhead.

1-09.13 VACANT (New Section) (12-9-97)

1-09.14 PROMPT PAYMENT TO SUBCONTRACTORS AND MATERIALMEN (New Section) (12-9-97)

1-09.14(1) GENERAL (New Section) (12-9-97)

The purpose of this Section is to provide an additional mechanism for subcontractors, materialmen, and suppliers (collectively referred to in this Section as "subcontractors") to be paid promptly by the Contractor, for work satisfactorily completed, after the Contractor has received payment from the Owner. It is not the Owner's intent to monitor and enforce contractual obligations between the Contractor and subcontractors, or to require any additional documentation to be submitted to the Owner to implement the provisions of this Section. Nothing in this Section shall be construed to negate the rights or importance of subcontractors filing a claim against the bond or retainage in accordance with the provisions of State law in order to protect their legal rights.

1-09.14(2) PROGRESS PAYMENTS (New Section) (12-9-97)

Within 10 working days of receipt of a progress payment from the Owner that include dollars for work performed by a subcontractor, the Contractor shall pay such subcontractor, less any applicable retainage, out of such amounts as are paid by the Owner, for all work satisfactorily completed by the subcontractor, provided that the subcontractor has complied with the applicable terms of its subcontract with the Contractor. If the Contractor fails or neglects to make such payment within ten working days, the Contractor shall pay to the subcontractor an interest penalty computed at one percent per month on amounts due for the period beginning on the day after the required payment date and ending on the day on which payment of the amount due is made.

1-09.14(3) UNSATISFACTORY PERFORMANCE BY SUBCONTRACTOR (New Section) (12-9-97)

If the Contractor determines that the subcontractor did not satisfactorily perform all or a portion of the work identified in the progress payment, the Contractor shall, consistent with RCW 39.76.011, provide written notification to the subcontractor and Owner of the remedial actions that must be taken by the subcontractor as soon as practicable after determining the cause for withholding payment to the subcontractor, but before the due date for the subcontractor payment. The Contractor shall pay the subcontractor within eight working days after the subcontractor satisfactorily completes the remedial action identified in the notice. If the Contractor does not comply with the remedial action notice and payment requirements of this Section, the Contractor shall pay the subcontractor interest on the withheld amount from the eighth working day at an interest rate that is equal to the amount set forth in RCW 39.76.011(1) until payment is made.

1-09.14(4) RETAINAGE PAYMENT (New Section) (12-9-97)

Within ten working days of receipt of retainage from the Owner, the Contractor shall pay each subcontractor any retainage that may be due to them, provided that the subcontractor has complied with the applicable terms of its subcontract with the Contractor. If the Contractor fails or neglects to make such payment within ten working days, the Contractor shall pay to the subcontractor an interest penalty computed at one percent per month on amounts due for the period beginning on the day after the required payment date and ending on the day on which payment of the amount due is made.

1-09.14(5) INCORPORATION OF PROVISIONS (New Section) (12-9-97)

The Contractor shall include either specifically in each of its subcontracts a provision setting forth the payment and interest penalty clause of this paragraph, 1-09.14, or in each of its subcontracts a provision incorporating by reference all the terms of its contract with the Owner. In addition, the Contractor shall require its subcontractors to include such a payment and interest penalty clause in each of their subcontracts and to

require each of their subcontractors to include such clauses in their subcontracts with each lower tier subcontractor, either specifically or by reference.

1-09.14(6) OTHER SUBCONTRACT PAYMENT PROVISIONS (New Section) (12-9-97)

Any subcontract agreement, at any tier, with provisions for subcontractor payment sooner than those specified in this Section, or interest payments greater than those specified in this Section, shall take precedence over the provisions of this Section.

1-09.14(7) MEDIATION TO RESOLVE PAYMENT DISPUTES (New Section) (12-9-97)

If a Contractor fails to pay a subcontractor as required by this Section, a subcontractor may require that the dispute be submitted to mediation for resolution. Upon request, the Engineer shall provide a subcontractor with a list of potential mediators to contact. The cost of such mediation shall be paid by the non-prevailing party, or the cost shall be paid by the Contractor and subcontractor based on the results of the mediation.